



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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Board of Supervisors

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April 18, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE FORM CONTRACTS FOR WRAPAROUND APPROACH SERVICES WITH THIRTY-FOUR (34) NON-PROFIT PROVIDER AGENCIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH THE DIRECTOR OF THE DEPARTMENT OF MENTAL HEALTH AND THE ACTING CHIEF PROBATION OFFICER THAT YOUR BOARD:

1. Approve the attached Form Contract (Attachment 1) for provision of Wraparound Approach Services (Services) to the Department of Children and Family Services (DCFS), the Department of Mental Health (DMH), and the Probation Department (Probation), with the thirty-four (34) qualified non-profit Wraparound service providers listed on Attachment 2. The start date of the Form Contracts will be May 1, 2006. The end date of the Form Contracts will be April 30, 2007, with an option to extend for up to two (2) additional one-year renewal periods through April 30, 2009. The estimated annual cost of Services is \$60,953,000 and will be financed using 40% (\$24,381,000) State revenue and 60% (\$36,572,000) net County Cost (NCC). The estimated cost of Services for the three-year term of the Contract (assuming both one-year extension options will be exercised) is approximately \$182,858,000 and will be financed using 40% State revenue (\$73,143,000) and 60% (\$109,715,000) NCC. The actual cost of the Services will be dependent upon the speed with which each provider will be able to ramp-up their programs. Sufficient funding is included in the FY 2005-06 Adopted Budget and the FY 2006-07 Proposed County Budget.
2. Delegate authority to the Directors of DCFS and DMH and the Acting Chief Probation Officer, or their designees, to execute the Form Contracts with the thirty-four (34) service providers listed on Attachment 2.
3. Delegate authority to the Directors of DCFS and DMH and the Acting Chief Probation Officer, or their designees, to execute additional contracts using the attached Form Contract (for terms of up to one year with up to two optional one-year extensions) with

additional qualified providers throughout the term of the attached Form Contract following the review of Statements of Qualifications (SOQ) submitted during the four (4) additional submission periods tentatively scheduled between July 3, 2006 through April 28, 2008, under the Request for Statement of Qualifications (RFSQ) solicitation, after obtaining County Counsel and Chief Administrative Office (CAO) approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten (10) working days of the execution of such Form Contracts.

4. Delegate authority to the Directors of DCFS and DMH and the Acting Chief Probation Officer, or their designees, to exercise the two one-year extension options by written notice after obtaining County Counsel and CAO approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten (10) working days of executing the extension(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Wraparound contracts expire on April 30, 2006. Approval of the recommended actions will ensure continuation of Services to children who are currently residing, or are at risk of being placed, in group homes licensed at a Rate Classification Level (RCL) of twelve (12) to fourteen (14).

Wraparound allows the County the flexible use of State foster care dollars to provide eligible children with family-based service as an alternative to group home care using Wraparound as the service alternative. Wraparound is an integrated, multi-agency, community-based system grounded in a philosophy of unconditional commitment to support families to safely and competently care for their children. The single most important outcome of the Services is that children are in permanent homes maintained and supported by the community. If the recommended actions are not approved, the Services to children with critical needs will cease, and the affected children may have to be placed in out-of-home care or may be denied permanent placement.

The Wraparound Approach Services program is expected to assist in achieving program results to safely stabilize children with multiple, complex and enduring needs in permanent homes that are maintained by normal community services and supports. Achievement will be measured by the following performance targets: (1) a minimum of 75% of children that graduate from Wraparound live with their parents, relatives, or legal guardians, and remain with them while receiving Services and six months after graduation; (2) a minimum of 85% of families whose children graduate from Wraparound continue using community based services and supports six months after graduation; (3) a minimum of 90% of the children receiving Services do not have another substantiated allegation of abuse or neglect within one year of enrollment; (4) 94% of the children receiving Services do not have another substantiated allegation of abuse or neglect within one year after graduating; and (5) a minimum of 90% of children have no unmet medical/physical needs while receiving Services. DCFS will review monthly, quarterly and annual

reports submitted by each Contractor to ensure contract compliance and achievement of desired program results.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of conflicting priorities.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will enable DCFS to continue the efforts to improve the health, safety, survival, and emotional and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The estimated annual cost of Services is \$60,953,000 and will be financed using 40% (\$24,381,000) State revenue and 60% (\$36,572,000) NCC. The estimated cost of the Services for the three-year period (assuming both one-year extension options are exercised) is approximately \$182,858,000 and will be financed using 40% (\$73,143,000) State revenue and 60% (\$109,715,000) NCC. The actual cost of the Services will be dependent upon the speed with which each provider is able to ramp-up their programs.

Sufficient funding is included in the FY 2005-06 Adopted Budget and the FY 2006-07 Proposed County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Development of the Wraparound approach was based on the passage of SB 163 and the approval of California's Title IV-E Waiver Demonstration Project by the Department of Health and Human Services in 1997. In accordance with the California Department of Social Services' (CDSS) acceptance of County's Wraparound Implementation Plan, key sections of the federal and state statutes, which limit the use of foster care funds, were waived. SB 163 permits flexible use of state foster care dollars, which are combined with local County placement dollars to pay for the Services. Wraparound is a strengths-based, family-centered approach that allows greater flexibility in the use of foster care dollars to respond to the varying, multiple and complex needs of children who are in foster care or at risk of being placed in foster care or institutionalized.

The current eleven (11) Wraparound contracts, which expire on April 30, 2006, began with Phase I for SPAs 2 and 3 on October 10, 2000, and Phase II to cover all SPAs on November 13, 2001. The contracts were amended several times to extend the expiration dates. The amendments were required to: 1) synchronize the expiration dates of the contracts; 2) to allow time to incorporate into the new solicitation the appropriate outcome/performance measures and the County's Protest Policy; and 3) to implement revised reimbursement rates due to funding issues.

The current enrollment level (539 children) covered by the current eight (8) Contractors will carry over to their new Contracts.

The term of the thirty-four (34) new contracts with the providers indicated in Attachment 2 will be May 1, 2006 through April 30, 2007, with two optional one-year extension periods. Upon execution of the Contracts, Contractors will begin receiving Wraparound referrals on a rotational basis.

As of February 28, 2006, there were approximately 539 children enrolled in the Wraparound Approach Services Program. During the preceding 12-month period, approximately 390 children were enrolled, approximately 130 children successfully graduated from the program, and approximately 170 children/families declined any further service temporarily or permanently. At this rate, DCFS projects enrollment levels to reach approximately 800 by April 30, 2007, 900 by April 30, 2008, and 1,000 by April 30, 2009. To accommodate the future program growth, the Request for Statement of Qualifications (RFSQ), provided for subsequent periods of SOQ submission based upon the needs of the County. The tentative submission periods, the resulting contract period, and the two optional one-year renewal periods are:

<u>Submission Period</u>	<u>Resulting Contract Term</u>	<u>Optional Renewal Terms</u>
July 3-31, 2006	October 1, 2006-April 30, 2007	May 1, 2007-April 30, 2009
February 1-28, 2007	May 1, 2007-April 30, 2008	May 1, 2008-April 30, 2009
September 1-29, 2007	December 1, 2007-April 30, 2008	May 1, 2008-April 30, 2009
April 3-28, 2008	July 1, 2008-April 30, 2009	none

Rate levels under SB 163 are based on the average cost to provide Wraparound Services. As indicated in DCFS' July 29, 2005 memo to your Board, \$4,184 is the average monthly cost per Wraparound case for Los Angeles County; so providers will be reimbursed at the monthly rate of \$4,184 per month per child reduced by any placement costs if a child is in out-of-home care while receiving Wraparound. (See Attachment 3 for details regarding payment and funding structure.)

The Form Contract does not financially obligate DMH to a specific level of mental health services. DMH utilizes their Legal Entity Agreements to contract with providers at a level of service for which funding is available.

The Form Contract complies with all Board, CAO, and County Counsel requirements. The Board Letter has been reviewed by the CAO and County Counsel. The attached Form Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS utilized the RFSQ solicitation process to recruit qualified non-profit organizations to provide Wraparound Approach Services.

Approximately 180 prospective contractors throughout the County were mailed notification letters announcing the release of the RFSQ. Newspaper advertisements for the release of the RFSQ were also published in the Los Angeles Times, Lynwood Journal, Compton Bulletin, La Opinion and Chinese Daily News and posted on the County's website. The RFSQ was released on December 1, 2005. The initial period for submitting Statements of Qualifications (SOQ) in response to the RFSQ was from December 1, 2005 through January 23, 2006.

A Prospective Contractor's Conference was held on December 14, 2005. Questions and answers, and all addenda were mailed to those who received a copy of the RFSQ and/or attended the Prospective Contractor's Conference, and were also posted on the County's website.

Listed on Attachment 2 are Wraparound Approach Service providers that: (1) met the minimum qualifications set forth in the RFSQ; and (2) were found to be responsive and responsible. The Form Contracts will be entered into with each of the thirty-four (34) providers listed on Attachment 2. It is recommended that your Board delegate the authority to execute these Form Contracts and any subsequent renewals to the Directors of DCFS, DMH and Probation.

DCFS, DMH, and Probation have verified that providers listed on Attachment 2 who are current providers have no uncorrected deficiencies, as identified in program and fiscal audits, that require immediate remediation.

Following the initial execution of contracts, DCFS has tentatively scheduled four subsequent periods for SOQ submission as described in the table above. In the RFSQ, County reserved the right, at its sole discretion, to adjust the schedule for subsequent periods of SOQ submission, based upon the needs of County.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Form Contract.

IMPACT ON CURRENT SERVICES

The recommended actions, if approved, will allow for the continuation of Wraparound Services and support to children served. The Services will allow a continued reduction in the number of children served under Probation and psychiatric hospitals, as several youth will be served through Wraparound that may otherwise need services from those agencies.

The Directors of DMH and Probation Departments have reviewed and concur with the recommendations of DCFS provided in this Board letter.

CONCLUSION

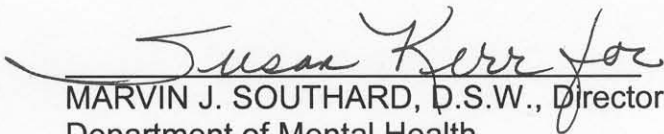
Upon approval and execution of these requests by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board be instructed to send an adopted stamped copy of this Board Letter and any attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Contract Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Katherine Fesler, Sr. Associate County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Respectfully submitted:



DAVID SANDERS, Ph.D., Director
Department of Children and Family Services



MARVIN J. SOUTHARD, D.S.W., Director
Department of Mental Health



ROBERT B. TAYLOR, Chief Deputy
Probation Department

DS:MJS:PH:WC

Attachments (3)

c: Chief Administrative Officer
County Counsel
Department of Mental Health
Chief Probation Officer

ATTACHMENT 1

WRAPAROUND APPROACH SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

MAY 2006

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
WRAPAROUND APPROACH SERVICES CONTRACT

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EXHIBIT A: STATEMENT OF WORK

- Exhibit A-1 Performance Requirements Summary
- Exhibit A-2 Line Item Budget
- Exhibit A-3 Phases and Activities of the Wraparound Process
- Exhibit A-4 Wraparound Child and Family Team Plan of Care
- Exhibit A-5 Client Living Environment and Stability Profile (CLESP)
- Exhibit A-6 Child and Adolescent Functional Assessment Scale (CAFAS)
- Exhibit A-7 Scale to Assess Restrictions of Educational Settings (SARES)
- Exhibit A-8 Youth Services Survey for Families (YSS-F)
Youth Services Survey (YSS)
Client Evaluation Process

EXHIBIT B: INVOICE

EXHIBIT C: ATTACHMENTS

LIST OF ATTACHMENTS:

- Attachment A Auditor-Controller Contract Accounting and Administration Handbook
- Attachment B Internal Revenue Notice 1015
- Attachment C Safely Surrendered Baby Law Fact Sheet
- Attachment D COUNTY's Administration
- Attachment E COUNTY Policy on Doing Business with Small Business
- Attachment F Listing of Contractors Debarred in Los Angeles COUNTY
- Attachment G Jury Service Ordinance
- Attachment H Background and Resources: California Charities Regulation
- Attachment I Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

EXHIBIT D: REQUIRED FORMS

Contract Number: _____

COUNTY OF LOS ANGELES
WRAPAROUND APPROACH SERVICES

CONTRACT
FOR

WRAPAROUND APPROACH SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2006, by and between

COUNTY of Los Angeles
hereinafter referred to as
"COUNTY"

and

hereinafter referred to as
"CONTRACTOR".

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services;

WHEREAS, the COUNTY desires to provide Wraparound Approach Services;

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to stabilize children with multiple, complex, and enduring needs and provide them with a permanent home maintained by a range of community-based services and supports;

WHEREAS, pursuant to the provisions of Senate Bill 163 (SB 163), the Wraparound Approach is established in the State of California; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

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PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to PART II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, D, E, F, G, H, and I, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	Auditor-Controller Contract Accounting and Administration Handbook
Attachment B	Internal Revenue Notice 1015
Attachment C	Safely Surrendered Baby Law Fact Sheet
Attachment D	COUNTY's Administration
Attachment E	COUNTY Policy on Doing Business with Small Business
Attachment F	Listing of Contractors Debarred in Los Angeles COUNTY
Attachment G	Jury Service Ordinance
Attachment H	Background and Resources: California Charities Regulation
Attachment I	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- A. "Contract" – means an agreement executed between COUNTY and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. "Contractor" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. "COUNTY" – means the Department of Children and Family Services, the Department of Mental Health, and the Probation Department, on behalf of the COUNTY and its Board of Supervisors.
 - D. "COUNTY's Program Manager" (CPM) – means COUNTY's representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - E. "Day" or "Days" – means whether singular or plural, initial letter capitalized or not, calendar days, and not business day or workday, unless otherwise specifically stated.
 - F. "DCFS" - means COUNTY's Department of Children and Family Services.
 - G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
 - H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
 - I. "Program" - means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
 - J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and, hereinafter referred to as "Contractor."

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on May 1, 2006, and shall continue through April 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised, by written notice, at the discretion of the Directors of DCFS and DMH, and the Chief Probation Officer.
- 3.3 Contractor shall notify COUNTY when this Contract is within six (6) months from the expiration date in the manner set forth in PART I, Section 8.0, Notices, of this Contract.

4.0 CONTRACT SUM

4.1 Monthly Rate

Payment by COUNTY to Contractor shall be based on the average cost to provide Wraparound services, which is currently set at \$4,184.00 per child, per month. For children who must be placed in out-of-home care, the applicable concurrent placement costs will be deducted from amount paid to Contractor. That rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment. However, Wraparound Services may be suspended by the Interagency Screening Committee (ISC) if these placements are longer than thirty (30) days.

The execution of this Contract does not guarantee Contractor any minimum amount of business. A minimum of twenty-five (25) slots will be allocated to Contractor, although COUNTY reserves the right to fill less than twenty-five (25) slots. Referrals will be made by the ISC. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the Services of other agencies for the same or similar Services.

- 4.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 4.3 Contractor shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify COUNTY and immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 4.4 Contractor has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. Contractor represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.
- 4.5 Time is of the essence with regards to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting Contractor's indemnification of COUNTY and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at Contractor's own expense.

- 5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
 - 5.1.1.2 Clearly evidence all coverages required in this Contract;
 - 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - 5.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
 - 5.1.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 5.1.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to Contractor, COUNTY may deduct from sums due to the Contractor any premium costs advanced by COUNTY for such insurance.
- 5.1.4 Notification of Incidents, Claims or Suits: Contractor shall report to COUNTY:
- 5.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or the COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence;
 - 5.1.4.2 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
 - 5.1.4.3 Any injury to Contractor's employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's Contract Manager; and
 - 5.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to Contractor under the terms of this Contract.
- 5.1.5 Compensation for COUNTY Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, Contractor shall pay full compensation for all costs incurred by COUNTY.
- 5.1.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.6.1 Contractor providing evidence of insurance covering the activities of Subcontractors; or

5.1.6.2 Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars

(\$3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 Invoices

6.1.1 For each child placed by COUNTY for whom services have been provided, Contractor shall invoice COUNTY monthly in arrears as of the last day of the month during which services are rendered, using the format provided by COUNTY in Exhibit B. The billing shall indicate the services for which reimbursement is being requested, and shall include the last and first name of each child, each child's State of California case number, monthly rate, the number of days each child received Wraparound for that month, aid type, RCL number, and facility type (group home, foster family agency, foster home, or group home). Billing shall be forwarded to COUNTY by the twentieth (20th) calendar day of the following month.

Contractor shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Pamela Dubin, Program Manager
501 Shatto Place, Room 304
Los Angeles, CA 90020

Contractor shall send a copy of each invoice to:

County of Los Angeles
Department of Children and Family Services
Accounting Services Division
Attention: Contract Accounting Services
425 Shatto Place, Room 204
Los Angeles, California 90020

Upon receipt of Contractor's monthly invoice, Accounting Services shall forward the invoice to the Wraparound Program Manager or designee for review and approval. The Wraparound Program Manager shall review the detailed charges to ensure that charges are in accordance with the Contract terms and that invoiced services have been rendered to each child.

- 6.1.2 Contractor shall submit a pro-rated invoice for placements lasting less than a full month, to be paid by COUNTY in accordance with PART I, Section 6.2, Payments, of this Contract. Questions regarding billing should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.
- 6.1.3 COUNTY will provide written notice to Contractor within ten (10) business days of any changes in child's status that directly affect payment or billing. COUNTY will inform Contractor of procedure to follow if notice is not provided pursuant to this Section.
- 6.1.4 The last and final invoice for the Contract period shall be submitted by the Contractor within sixty (60) days following the end of the Contract period. If Contractor is unable to provide the final invoice within the 60-day period, the Contractor shall notify in writing both the Accounting Services Division, Attention: Contract Accounting Services, and the Wraparound Program Manager of the reason(s) why Contractor cannot comply with this requirement, at the respective addresses given above in Section 6.1.1. Along with this notification, Contractor shall provide the estimated reimbursement per child, estimated total amount of the last and final invoice, and the anticipated date of submission of the last and final invoice.

6.2 Payments

- 6.2.1 COUNTY shall pay Contractor in accordance with PART I, Section 4.0, Contract Sum, for each child enrolled in Wraparound. For children who must be placed in out-of-home care, the applicable concurrent placement cost will be deducted from the monthly rates for such children.
- 6.2.2 Payments for placements lasting less than a full month shall be prorated. Payment shall commence the day the child is placed with Contractor and terminate the day before the child is removed.
- 6.2.3 In the event a child is detained in a COUNTY facility as a result of delinquency, or hospitalized, Wraparound will normally continue to both the child and Family to resolve crisis issues and to prepare for the child's return home. During this period of time, the designated slot shall be held for the child, and Contractor shall continue to provide services and supports and continue to receive the full monthly rate. Most of these occurrences will last only a few days. In the event the child's absence will exceed thirty (30) days, the Child and Family Plan of Care will be reviewed by the Child and Family Team and a recommendation made to the ISC regarding continuing or suspending services. The ISC shall decide when and

whether to suspend Wraparound for the duration of the child's absence and free the slot for use by another Family/child. Upon the child's return, attempts will be made to return the Family/Child to the same slot, if it is still available, and full services will be resumed.

6.2.4 A child may be disenrolled from Wraparound for any of the following reasons:

- 6.2.4.1 The Plan of Care goals have been accomplished (as determined by the Child and Family Team, with the ISC's concurrence);
- 6.2.4.2 The child ages out (children may continue in foster care status, and thus Wraparound, until their eighteenth (18th) birthday, or until their nineteenth (19th) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19));
- 6.2.4.3 The child and Family move out of the geographic area or the child is removed from the jurisdiction;
- 6.2.4.4 The court terminates or dismisses jurisdiction;
- 6.2.4.5 The court issues an order that the child will be disenrolled;
- 6.2.4.6 Removal of the child from Wraparound is necessary for the safety and well-being of the child, as determined by COUNTY, the assigned Department of Children and Family Services' Children Services Worker, the assigned Probation Department's Deputy Probation Officer, and/or the Department of Mental Health worker;
- 6.2.4.7 The child is committed to the California Youth Authority;
or
- 6.2.4.8 The Child and Family Team agrees that the child and Family needs can be adequately served by generic community resources.

6.2.5 COUNTY shall make every effort to pay Contractor the amount due within thirty (30) calendar days after receipt of an invoice. Retroactive and supplemental increases in payment to the Contractor shall not be bound by the thirty (30) calendar-day payment goal. Questions regarding payment should be directed to

the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

6.3 Payment Errors

6.3.1 Contractor shall notify COUNTY within thirty (30) days of the receipt of any payment that is incorrect. Notification is made by completing the Payment Resolution Notification Form (COV 71) and sent to Finance Services Division, Attention: Contract Accounting Section, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Interest charges may be assessed from the thirtieth (30th) day following identification and written notification of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor Controller, per day on the delinquent amount due. Interest charges shall be paid by Contractor upon demand. COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide Contractor with written notice of payment resolutions. Contractor will be required to repay any excess funds in accordance with PART I, Section 7.0, Use of Funds, of this Contract. COUNTY shall make every effort to pay Contractor any underpayment within thirty (30) days of written notice of payment resolution to Contractor.

6.3.2 In the event COUNTY identifies an excess payment made to Contractor, COUNTY will notify Contractor of such in writing. Contractor shall within thirty (30) calendar days of the Date of Receipt of such notice, return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a written notice of dispute, with accompanying documentation, to:

Bureau Deputy Director
Bureau of Finance
Department of Children and Family Services
425 Shatto Place, Room 300
Los Angeles, CA 90020

The Bureau Deputy Director will attempt to provide a written response to such dispute within thirty (30) calendar days of the receipt of the written notice of dispute.

6.3.3 Contractor shall submit payment of any amounts due to COUNTY within thirty (30) days after the date of the Bureau Deputy Director's or COUNTY Program Manager's decision.

- 6.3.4 Upon final determination of the amount owed, if Contractor refuses or is unable to repay the amount owed, COUNTY, at its sole discretion, may collect directly or refer the case to the appropriate COUNTY agency.
- 6.3.5 COUNTY may charge interest, as described in Section 6.3.1 above, if payment errors are not promptly repaid.
- 6.3.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide Contractor with written notice of payment resolutions. Contractor will be required to repay any excess funds. COUNTY shall make every effort to pay Contractor any underpayment within thirty (30) Days of written notice of payment resolution to Contractor.
- 6.3.7 COUNTY has no obligation to pay for expenditures by Contractor that exceed the monthly payment rate as defined in PART I, Section 4.1, Monthly Rate.

6.4 Reporting

- 6.4.1 Contractor must have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions including contracting billing records management and quality assurance.
- 6.4.2 Each Contractor shall maintain separate accounting records for the Wraparound Program in this Agreement, and shall provide within thirty (30) days of the close of each COUNTY Fiscal Year an accounting of revenue and expenditures for the Wraparound Program, to be sent to Accounting Services Division, Attention: Contract Accounting Services, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Revenue shall include only revenue received from COUNTY pursuant to this Agreement, and expenditures shall include the related expenses of this program paid with said revenue.

- 6.5 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number to COUNTY.

7.0 USE OF FUNDS

- 7.1 Contractor shall use all funds paid pursuant to this Agreement for the benefit of Wraparound children and Families as set forth in the Statement

of Work. Contractor shall expend funds on reasonable and allowable expenditures in providing the necessary care and services as specified in this Agreement for children placed by the COUNTY.

- 7.2 The monthly rate for all filled slots is provided as a funding pool. Contractor is allowed to use this pool to spend more or less on individual Families and children depending on their individual plans and needs. Funds are a resource for the child and Family, which must be tied to a plan of care and its associated budget through individualized planning and approval process. Contractor shall use funds to supplement not replace existing avenues for meeting needs.
- 7.3 Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures, 45 Code of Federal Regulations Part 74, and the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-profit Organizations." In the event of conflict between State and Federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to State regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit. Reasonable funds may be rolled over between fiscal years as a prudent reserve.
- 7.4 In addition to the monthly rate, Contractor must access categorical funding for which a Family/child is qualified such as Title XX Medi-Cal, EPSDT, Temporary Assistance to Needy Families (TANF), Healthy Families, and Supportive and Therapeutic Options Program (STOP) funds.
- 7.5 Agency staff must be able to access the agency's funding pool in a timely manner. In some instances this may be as short as two (2) hours if there is an urgent need.
- 7.6 Funds remaining in the agency's funding pool at the conclusion of a contract period, at the termination of the Agreement by either the COUNTY or the Contractor, shall be returned to the COUNTY to fund COUNTY child welfare services.
- 7.7 For non-federally eligible children, \$1,810.00 (the difference between the current RCL 13 rate of \$5,994.00 and the monthly case rate of \$4,184.00) will be placed in a Multi-Agency County Pool (MCP) which will be controlled by COUNTY. The State will provide \$724.00 (40%) and COUNTY will fund the remaining \$1,086.00 (60%). The MCP will be used to first offset COUNTY costs for payments of federally eligible children above the RCL 13 half-rate (\$2,997.00) which is the maximum rate on which the State will contribute its 40% share. The MCP will then be used to provide support for specifically identified needs which far exceeds the

current case rate funding for (a) current high needs Wraparound youth and, (b) graduated Wraparound youth who are no longer involved with DCFS, DMH and/or Probation who have a specific unmet need.

Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Lead Wraparound Agency Providers will supervise the MCP and will meet regularly to review requests from providers for use of the funding in the MCP.

The providers must submit quarterly financial statements to COUNTY. The first quarterly financial statement shall be due three (3) months from the Contract start date, and subsequent financial statements shall be due every three months thereafter. Any surplus funds that providers accumulate above ten percent (10%) of their operating costs shall be required to be returned to COUNTY and added to the MCP every six (6) months, beginning one year from the date the first child is enrolled by the provider, under this Contract.

8.0 NOTICES

- 8.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

COUNTY of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to Contractor shall be sent to Contractor

Contractor: _____
Address: _____
City, State, ZIP: _____
Attention: _____
Phone: _____
Fax: _____

or such other person and/or location as may hereinafter be designated in writing by the Contractor. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

- 8.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to Contractor. Further, it is expressly understood that actual knowledge of an individual Contractor shall in any case be sufficient notice. If the Contractor is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of Contractor, shall also be deemed sufficient.

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Department of Children and Family Services - Contracts Administration
PART II: STANDARD TERMS AND CONDITIONS

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COUNTY of Los Angeles - Department of Children and Family Services
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 Contractor's Program Manager

1.1.1 Contractor's Program Manager is designated in Exhibit D: Required Forms, Form 1, Contractor's Administration. The Contractor shall notify COUNTY in writing of any change in the name or address of Contractor's Program Manager.

1.1.2 Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

1.2 Approval of Contractor's Staff

COUNTY has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Manager.

1.3 Background and Security Investigations

1.3.1 At any time prior to or during term of this Contract, COUNTY may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

1.3.2 COUNTY may request that Contractor's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to Contractor or to Contractor's staff any information obtained through the COUNTY conducted background clearance.

- 1.3.3 COUNTY may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.
- 1.3.4 Disqualification, if any, of Contractor staff, pursuant to this Section 1.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 1.4 Confidentiality
 - 1.4.1 Contractor shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of Contractor's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
 - 1.4.2 Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
 - 1.4.3 Contractor shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 1.4.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement.
 - 1.4.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement.
 - 1.4.6 Contractor shall notify COUNTY of any attempt to obtain confidential records through the legal process.

1.4.7 Contractor agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

1.4.8 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit C, Attachment D, COUNTY's Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with PART II, Section 7.0, Changes and Amendments; and
- providing direction to Contractor in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with Contractor's Program Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to abide by all applicable Federal, State and Local laws. Including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the Contractor's program.

4.0 ASSIGNMENT BY CONTRACTOR

- 4.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by

any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's Board of Supervisors or the Director's express prior written approval, may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the Contractor under this Contract. The COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the Contractor shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by DCFS.

7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract except as noted in paragraph 3.2 of Part I: Unique Terms and Conditions, an amendment shall be prepared and executed by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.2.1 For purposes of Sections 7.1 and 7.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to

price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Monthly Rate set forth in PART I, Section 4.1 of this Contract.

7.2.2 The Director shall notify the COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) days following execution of such amendment.

7.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify COUNTY and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

8.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain

knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

- 8.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

- 9.1.1 The Contractor acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, Family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

- 9.1.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to PART II, Section 50.0 Termination for Contractor's Default, and pursue debarment of Contractor, pursuant to COUNTY Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D: Required Forms, Form 2.

11.0 COMPLAINTS

- 11.1 Contractor shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, Contractor shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.
 - 11.1.1 Contractor shall develop and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, Contractor shall provide the COUNTY with the Contractor's policy for receiving, investigating and responding to user complaints.
 - 11.1.2 If the COUNTY request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
 - 11.1.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the COUNTY for approval before implementation.
- 11.2 Contractor shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.4 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 Contractor shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same

or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

- 12.1.1 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 12.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 Contractor shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached hereto as Exhibit D: Required Forms, Form 4, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless Contractor has demonstrated to the COUNTY's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the COUNTY under this Contract, the

Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify COUNTY if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that Contractor demonstrate to the COUNTY’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

14.1.4 Contractor’s violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

- 16.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 17.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to Contractor.
- 17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 19.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in PART G, Attachment A, Auditor-Controller Contract Accounting and Administration Handbook.
- 19.2 Contractor shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the COUNTY.
- 20.3 The COUNTY may debar the Contractor if the COUNTY's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the Contractor may be subject to debarment, COUNTY will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the COUNTY's Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit D: Required Forms, Form 6, the COUNTY seeks to ensure that all COUNTY contractors who receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor who receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit C: Attachments, Attachment I in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Attachment I, CONTRACTOR's Obligations Under HIPAA.

23.0 CONTRACTOR'S WORK

- 23.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 23.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and conditions and performance standards. Contractor deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and Contractor. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 CRIMINAL CLEARANCES

- 25.1 For the safety and welfare of the children to be served under this Contract, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

- 25.2 Contractor shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 25.3 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 Contractor shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation of all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for Contractor;

28.2.4 The execution by Contractor of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the

COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the COUNTY may be found jointly or solely liable.

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. Contractor shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and Contractor.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in PART II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify COUNTY of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

COUNTY of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
425 Shatto Place, Suite 500
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

31.3 Contractor is exempt from the provisions of this Section 30.0 if it is a governmental entity.

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

33.0 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 This Contract is by and between the COUNTY and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

34.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the COUNTY. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the COUNTY will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the Contractor; and/or
 - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the COUNTY, as determined by the COUNTY.
- 35.3 The action noted in Section 34.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the COUNTY cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

35.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Contractor represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

37.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 38.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 38.2 Contractor shall certify to, and comply with, the provisions of Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.
- 38.3 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 38.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 38.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 38.6 Contractor shall allow COUNTY representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the Contractor has violated the anti-discrimination provisions of this Contract.
- 38.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

40.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 NOTICE OF DISPUTE

The Contractor shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the Contractor regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit C: Attachments, Attachment B.

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

44.0 PROPRIETARY RIGHTS

44.1 COUNTY and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

44.2 Notwithstanding any other provision of this Contract, COUNTY and Contractor agree that COUNTY shall have all ownership rights in software

or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 44.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 44.4 COUNTY will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify Contractor of any Public Records request for items described in Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of Contractor.
- 44.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 43.4 for:
 - 44.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.3;
 - 44.5.2 Any materials, data and information covered under Section 43.2; and
 - 44.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 44.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect

all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 44.7 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 44.8 The provisions of Sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

45.0 PUBLIC RECORDS ACT

- 45.1 Any documents submitted by Contractor, all information obtained in connection with the COUNTY's right to audit and inspect Contractor's documents, books, and accounting records pursuant to PART II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 45.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 46.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 46.2 Contractor agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the Contractor shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 46.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the Contractor or otherwise, then Contractor shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the Contractor to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by the COUNTY to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the COUNTY by cash payment upon demand; or (b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the Contractor from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by COUNTY to Contractor, then the difference shall be paid to the Contractor by the COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C: Attachments, Attachment C of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the COUNTY**. Any attempt by the Contractor to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

- 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 Contractor shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 49.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the COUNTY's approval of the Contractor's proposed subcontract.
- 49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by PART I, Section 5.2, General Insurance Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 49.8 Contractor shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

- 49.9 No subcontract shall alter in any way any legal responsibility of Contractor to COUNTY. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 Contractor shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 50.1.1 Contractor has materially breached this Contract;
 - 50.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 50.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. Contractor shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

- 50.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the Contractor was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PART II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the Contractor's default as provided in Section 49.1, the Contractor and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 49.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the Contractor by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of PART II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the Contractor shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with PART II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such

termination, the COUNTY shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

52.2 Contractor shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the Contractor; or

53.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by Contractor, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on

the part of Contractor or any COUNTY lobbyist or COUNTY lobbying firm retained by the Contractor to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

60.0 PUBLICITY

- 60.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

60.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

60.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

- 60.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 60.2 shall apply.

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IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By:

David Sanders, Ph.D., Director
Department of Children and Family Services

Marvin J. Southard, D.S.W., Director
Department of Mental Health

Chief Probation Officer
Probation Department

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY KATIE FESLER
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK WRAPAROUND

MAY 2006

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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

WRAPAROUND

STATEMENT OF WORK

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STATEMENT OF WORK PART A – INTRODUCTION

1.0 PREAMBLE

For over a decade, COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that COUNTY's contracting partners share COUNTY's and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

COUNTY's Vision is to improve the quality of life in COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in COUNTY's Mission to enrich lives through effective and caring service and COUNTY's Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY's departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in COUNTY are delineated in the following five (5) outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating COUNTY's health and human services system is necessary to significantly move toward achieving

these outcomes. COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ COUNTY human service system embraces a commitment to the disciplined

pursuit of results accountability across systems. Specifically, any strategy designed to improve COUNTY human services system for children and families should ultimately be judged by whether it helps achieve COUNTY's five (5) outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

COUNTY's health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

SERVICE ENVIRONMENT

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment

- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

- 2.1 The Wraparound program started as a pilot project in Santa Clara COUNTY in response to a Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of AFDC-FC (Aid to Families with Dependent Children, Foster Care) funds for eligible children. Senate Bill 163 (October 8, 1997) extended this pilot project to all of the counties in California. The State regulations for the Wraparound program are contained in the Welfare and Institutions Code, Sections 18250-18257. They are available on-line at <http://www.leginfo.ca.gov/> at no cost.
- 2.2 The Wraparound approach is a Family-centered, strengths-based, needs-driven planning and service delivery process. It advocates for a Family-professional partnership to ensure Family voice, choice and ownership of intervention strategies to normalized and inclusive community options, activities and opportunities. It includes a commitment to create and provide highly individualized services and to persevere until desirable outcomes for the child(ren) and their Family is achieved.
- 2.3 Private, community-based lead Wraparound agencies facilitate a Child and Family Team for each child and Family enrolled in the Wraparound program. The Child and Family Teams develop, implement, monitor and revise, as needed, uniquely tailored Child and Family Plans of Care that include the strategies, services, and supports to provide *whatever it takes* to address the needs of the child and Family in order to maintain the child in a safe, nurturing, permanent, community-based setting.¹ The Wraparound process incorporates four phases as stated in Exhibit A-3, *Phases and Activities of the Wraparound Process*: Phase One Engagement and Team Preparations, Phase Two Initial Plan Development, Phase Three Plan Implementation and Phase Four Transition. *Phases and Activities of the Wraparound Process* is also available online at <http://www.rtc.pdx.edu/nwi/>.

¹ CWS Manual 0100-525.41, Wraparound Approach

- 2.4 DCFS has established the following priorities for their children: (1) safety; (2) permanency; and (3) well-being.
- 2.4.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the child's needs). The Performance Measure summary and Service Tasks addressing this priority are found in PART C, Section 7.0, of this Statement of Work (SOW).
- 2.4.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship. The Performance Measure summary and Service Tasks addressing this priority are found in PART C, Section 8.0, of this SOW.
- 2.4.3 Well-Being: This priority in the SOW refers to overall well-being of foster children and youth including, but not limited to, educational opportunities, opportunities for psychological and social growth, as well as a number of other items especially relevant to foster children and youth. The Performance Measure Summary and Service Tasks addressing this priority are found in PART C, Section 9.0, of this SOW.

3.0 DEFINITIONS

In this SOW, the following words shall have the meanings given below, unless otherwise apparent from the context in which they are used.

- 3.1 **Child and Family Plan of Care** shall be defined as a written document developed by the Child and Family Team that lists the: (1) life domains; (2) strengths assessment of the Family and child; (3) needs that must be addressed to achieve goals; (4) assessment of Family and community safety and crisis response plan(s); (5) type, frequency, duration, and financial responsibility for the components of the Child and Family Plan of Care; and (6) desired outcomes of the Wraparound services.
- 3.2 **Child and Family Specialist** shall be defined as the Contractor's employee who works with the Wraparound Facilitator and participates in the Child and Family Team to provide direct services to the child and Family as identified in the Plan of Care. The Child and Family Specialist is responsible for working with children and their families in their home/out-of-home placements and their respective communities.
- 3.3 **Child and Family Team** shall be defined as the group that is dedicated to develop and complete the Child and Family Plan of Care that includes the: (1) child and parents or selected Family; (2) appropriate representative of

the primary jurisdictional agency [social worker, probation officer, mental health worker, etc.]; (3) appropriate educational representative; (4) relevant counseling or mental health representative; and (5) any other persons influential in the child's and or Family's lives who may assist in developing effective services and/or whomever the Family wants to participate. In order to ensure the Family's voice and ownership in the Child and Family Plan of Care, the Family and the Family's designated community support should normally constitute at least fifty percent (50%) of the Child and Family Team.

- 3.4 **Community** shall be defined as people, including children and families participating in the Wraparound program, businesses, and organizations within in a neighborhood or group of neighborhoods and adjacent business districts that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in a Service Planning Area (SPA).
- 3.5 **Community-Based Services** shall be defined as a service delivery approach within the Family's community that emphasizes strengthening the Family's ability to obtain the traditional, non-traditional, and informal services and supports necessary for a self-sustained and normalized life that: (1) teaches the Family creative ways to meet their needs; and (2) includes looking for no-cost and low-cost methods of meeting needs.
- 3.6 **Continuous Quality Improvement** shall be defined as a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies processes and procedures as needed.
- 3.7 **Crisis Response Plan** shall be defined as the part of the Child and Family Plan of Care that provides the child and Family with actions, contacts, responses and responsibilities to any crisis the child or Family may encounter while in the Wraparound program. Any Crisis Response Plan that is created for a child or Family shall be periodically updated to ensure that it is accurate with respect to the child's and/or Family's needs.
- 3.8 **Critical Incident** shall be defined as including, but not limited to: (1) death or injury of a child; (2) occurrence of an open case of maltreatment against the caregiver; (3) hospitalization of a child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the child.
- 3.9 **Facilitator** shall be defined as Contractor's employee who leads the individual Child and Family Team by: (1) convening the team, ensuring continuity of care, and ensures that all identified services are provided; (2) ensuring the application of Family-centered practice by the whole team;

(3) being the contact point for children, families, service providers, and the community; and (4) ensuring there is continuous input and feedback from the Family and service providers.

- 3.10 **Family** shall be defined as the adults committed to a child, who are able to meet the child's needs in their community, and may include birth, step, blended, adoptive, extended, or foster families, or legal guardians.
- 3.11 **Family/Youth Satisfaction Survey** shall be defined as the evaluation tool used to measure parent/caregiver satisfaction with the Wraparound program.
- 3.12 **Freedom of Choice:** Local Mental Health Programs shall inform Clients receiving services under the Rehabilitation Option, including parents or guardians of children/adolescents, verbally or in writing, that:
- Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.
 - They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider and/or staff person/therapist/case manager.
- 3.13 **Graduated** shall be defined as successful completion of meeting the Family's goals and needs as defined by the Family and the Child and Family Plan of Care.
- 3.14 **Individualized Services** shall be defined as the services in the Child and Family Plan of Care relating to the specific needs of a child and/or Family including: (1) traditional services such as therapy, housing, educational assistance, etc.; and (2) non-traditional services such as commodities, recreation, social assistance, and naturally occurring support systems.
- 3.15 **Interagency Screening Committee (ISC)** shall be defined as an interagency review team comprised of representatives from the Departments of Children and Family Services, Mental Health and Probation. There is at least one (1) ISC in each SPA that is responsible for reviewing all enrollment, dis-enrollment, suspension and graduation decisions regarding Wraparound cases. The ISC shall refer children to a Contractor to receive Wraparound services, and the Contractor shall accept any child referred by the ISC without exception. The ISC shall further review all Wraparound Child and Family Plan of Care reports and Family exit plans, as well as providing support to and monitoring of the Lead Wraparound Agencies in its SPA.

- 3.16 **Lead Wraparound Agency (LWA)** shall be defined as an agency that has been granted a current Wraparound contract with the Los Angeles County Department of Children and Family Services. The LWA shall assume responsibility for the organization, financing and delivery of a community-based Wraparound approach. LWAs will provide the services as identified by each Child and Family Plan of Care.
- 3.17 **Life Domains** shall be defined for Wraparound children and families as referring to the areas of safety; legal; medical/health; emotional/behavioral; educational/vocational; cultural/religious interests and activities; social/life skills; and alcohol/drugs.
- 3.18 **Open Episode** shall be defined as an open case in the Department of Mental Health's Integrated System (IS).
- 3.19 **Parent Partner** shall be defined as an employee of a Lead Wraparound Agency Contractor who is the parent or caregiver of a child who was/is involved in one of the referring Departments (Department of Mental Health, Probation Department, and/or Department of Children and Family Services).
- 3.20 **Perseverance** shall be defined as a permanent commitment to a Wraparound child and Family to successfully complete the Child and Family Plan of Care without ejection from Wraparound program by adjusting the services to accommodate changes, crises, or new circumstances as needed.
- 3.21 **Self-Sufficiency** shall be defined as the Family's ability to secure the services and supports it needs to maintain the Family integrity without the assistance of the Wraparound program.
- 3.22 **Service Planning Area (SPA)** shall be defined as one (1) of the eight (8) geographical regions or Children's Planning Councils in COUNTY in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.
- 3.23 **Single Case File** shall be defined as a single unified record Contractor maintains that includes the Child and Family Plan of Care, documentation of all services and supports provided to the Family, and all other relevant child and Family information.
- 3.24 **Single Fixed Point of Responsibility (SFPR) Coordinator** shall be defined as a mental health staff person or a team designated by COUNTY who coordinates and approves: Mental Health Services; Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization Vocational Services. The Coordinator shall further assist the client in accessing community-based

services directed toward enhancing the quality of the client's life and provide Short-Doyle/Medi-Cal utilization control through authorization of services while maintaining a comprehensive overview of the client's mental health services. The Coordinator also ensure client services at each specific Provider site are medically necessary and appropriate to minimize psychiatric dysfunction and maximize community functioning and ensures that, whenever possible, services are driven by the client's needs and desires in order to empower the client to take charge of his/her life through informed decision-making.

4.0 STAFFING

4.1 Contractor shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: Contractor shall ensure that criminal clearances and background checks are conducted and maintained for all off Contractor's staff and volunteers, in accordance with all applicable local, state, and federal laws and regulations. The cost of such criminal clearances and background checks is the responsibility of Contractor, regardless of whether Contractor's staff/volunteers pass or fail the background and/or criminal clearance investigation.

4.1.2 Professional Licenses: Contractor shall obtain and maintain copies of professional licenses for applicable staff.

4.1.3 Entitlement to Work: Contractor shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.

4.1.4 Language Ability: Contractor shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.

4.1.5 Contractor shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this SOW, including, but not limited to, the following:

4.1.5.1 Executive Director: Contractor shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.

4.1.5.2 Program Manager(s): Contractor shall have one (1) or more program manager(s) who shall manage all daily

operations and supervise all staff except for the Executive Director.

4.1.5.3 Psychiatrist: Contractor shall directly provide outpatient mental health services and provide that a contracted psychiatrist is on-call and available to Wraparound children/youth within twenty-four (24) hours.

4.1.5.4 Facilitator(s): Contractor shall assign a Facilitator to every Wraparound child/Family at a maximum ratio of one (1) Facilitator for every ten (10) active Wraparound children (1:10). The Facilitator shall be the leader of the individual Child and Family Team and is responsible for: (1) convening the team and ensuring continuity of care and that all identified services are provided; (2) ensuring the application of Family-centered practice by the whole team; (3) serving as the contact point for child(ren), families, service providers and the community; and (4) ensuring there is continuous input and feedback from the Family and service providers.

4.1.5.5 Child and Family Specialist(s): Contractor shall assign a Child and Family Specialist to every Wraparound child/Family to work directly with the child(ren) and Family in their respective environment to help them achieve a permanent placement for the child(ren). The Child and Family Specialist works with the Facilitator.

4.1.5.6 Parent Partner(s): Contractor shall assign a Parent Partner to every Wraparound child/Family to work closely with the Wraparound child's parents/caregiver to represent their best interests and participate as a member of the Child and Family Team.

4.1.6 Single Fixed Point of Responsibility: When a child/youth is enrolled in the Wraparound Program, the responsibilities of the Mental Health Services coordination (SFPR) shall be transferred to the Lead Wraparound Agency within one (1) month of the child/youth's first contact with Wraparound. Representatives from the ISC will provide referring parties with a clear description of this requirement when a referral is received. The Department of Mental Health Liaison on the ISC can assist the Lead Wraparound Agency if the SFPR is not transferred in a timely matter. Once the Service Coordination has been formally transferred to the Lead Wraparound Agency, the agency will assume all of the service coordination responsibilities for the child/youth as the designated

Single Fixed Point of Responsibility. The child/youth and Family will continue to have the Freedom of Choice of qualified providers for medically necessary services.

When an open episode exists, the responsibilities that the Lead Wraparound Agency shall assume from the SFPR are:

- Meet face-to-face with the child/youth and Family at least every six (6) months. This contact must include verification of Medical Necessity.
- Ensure the completion of the initial assessment. If multiple programs/agencies are providing services, the Coordinator must ensure a single assessment and evaluation to support the need for all services delivered.
- Ensure that the child/youth and Family have been informed of his/her Freedom of Choice.
- Discuss with the child/youth and Family his/her needs and desires and document this information in the Client Care/Coordination Plan.
- Involve significant support persons at the request of the child/youth and Family receiving mental health services.
- Develop the Client Care section of the Plan with the child/youth and Family (and other support persons/agencies when applicable).
- Authorize the period of service for Mental Health Services, Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization and Vocational Services.
- Monitor the child/youth's progress toward meeting the Personal Milestones outlined in the Client Care section of the Plan.
- Approve initial, revised and subsequent (every six (6) months) Client Care/Coordination Plans.
- Document coordination in the Progress Notes.
- Obtain the signature of a Licensed Practitioner on the Client Care/Coordination Plan if the Coordinator does not meet these qualifications.
- Re-write the Client Care/Coordination Plan every six (6) months to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.
- Send a copy of the Client Care/Coordination Plan to each current provider of service.
- Obtain Client Care section of the Plan from each current provider of service.

4.1.7 Contractor shall advise COUNTY's Program Manager in writing of any changes in key personnel or their designees at least twenty-

four (24) hours before proposed change(s), when possible, or immediately following the change(s). Contractor shall ensure that no interruption of services occurs as a result of the change in personnel. Contractor shall immediately provide name, address, and telephone number of the new personnel to COUNTY.

4.2 Days/Hours of Operation

Wraparound services shall be available twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide the name and telephone number of the contact person(s) for after hours services. Contractor's service delivery sites listed in Section 5.0, Service Delivery Sites, of this SOW, shall be open Monday through Friday, from 8:00 A.M. until 5:00 P.M. In addition, Contractor's Program Manager or COUNTY approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract, and shall be available during COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY's inquiries and to discuss any problem areas. Contractor shall inform COUNTY's Program Manager, in writing, of its annual schedule of holidays.

5.0 SERVICE DELIVERY SITE(S)

Contractor's services described hereunder shall be provided through specific sites as described in PART D, SOQ COMPONENTS AND REQUIRED FORMS, Form 2, of the RFSQ.

Contractor shall submit to COUNTY's Program Manager for review and approval a COUNTY-approved subcontract for each subcontractor site the Contractor proposes to utilize for the provision of the services specified in this Contract, in accordance with the Contract, Part II, Standard Terms and Conditions, Section 49.0, Subcontracting. Contractor shall request approval from COUNTY's Program Manager in writing a minimum of thirty (30) days prior to terminating services at any location(s) listed in Required Form 2, Proposed Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY Program Manager. Contractor shall adhere to the subcontractor approval process described in this section before commencing services at any new subcontractor sites. All service delivery sites listed in Required Form 2, Proposed Service Delivery Sites, shall be fully operational at the commencement of the Contract.

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PART B – TARGET POPULATION

6.0 TARGET POPULATION

- 6.1 Typically, children receiving Wraparound services have multiple unmet needs for stability, continuity, emotional support, nurturing, and permanence. They need intervention and advocacy for behavioral improvement and educational stabilization. These needs are evidenced by substantial difficulty functioning successfully in the Family, school and community. Most are diagnosable under the *Diagnostic and Statistical Manual of Mental Disorders IV* (DSM IV) or the *International Classification of Disease, 9th Revision, Clinical Modification* (ICD-9-CM) equivalents. Many have had a history of psychiatric hospitalizations; one (1) or more incarcerations in a juvenile facility; one (1) or more probation violations; and/or a prior history of multiple placements or emergency shelter care placements.
- 6.2 Children eligible for Wraparound services must have an identified approved potential Family or caregiver and fall into any of at least one (1) of the following categories:
 - 6.2.1 A child currently in placement at Metropolitan State Hospital pursuant to Government Code Section, 7572.5;
 - 6.2.2 A child currently placed in a Community Treatment Facility (CTF);
 - 6.2.3 A child currently placed at the Dorothy Kirby Center;
 - 6.2.4 A Probation child current placed at a Probation camp where there are extensive mental health treatment services;
 - 6.2.5 A child who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602 or is qualified under Chapter 26.5 of the Government Code (AB 3632) and who is currently placed or is at imminent risk of placement within the next thirty (30) days in a group home at a Rate Classification Level of twelve (12) or above; or
 - 6.2.6 A child who has a history of multiple (i.e., three (3) or more) psychiatric hospitalizations.

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PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

Contractor shall ensure a safe environment, which provides for the well-being of each child receiving Wraparound services and leads to permanence for each Wraparound child. Specifically, Contractor shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to, the service tasks described in this Part C, Sections 7.0, 8.0 and 9.0. In addition, Contractor shall meet or exceed the performance targets described on each “Performance Measure Summary” which follows (i.e., Performance Measure Summary/Goals Regarding Child/Youth Safety, Performance Measure Summary/Goals Regarding Child/Youth Permanency, and Performance Measure Summary/Goals Regarding Child/Youth Well Being/Education). Throughout the term of this Contract, DCFS will monitor Contractor’s performance. Any failure by Contractor to comply with any of the terms of this Contract, including any failure to meet or exceed the performance targets described on each of the three (3) “Performance Measure Summary/Goals Regarding Child/Youth” or not fulfilling the obligations required by the service tasks in sections 7.0 through 9.0 of this SOW, may result in COUNTY’s termination of the whole or any part of the Contract, at COUNTY’s sole discretion.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY		
PROGRAM: WRAPAROUND APPROACH SERVICES		
TARGET GROUP: Children receiving Wraparound services		
OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS²	METHOD OF DATA COLLECTION
Substantiated allegations of child abuse and/or neglect for any child while receiving Wraparound services and one (1) year after graduating from the Wraparound Program.	<p>90% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year of starting Wraparound services under this Contract.</p> <p>94% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year after graduating from the Wraparound Program.</p>	<p>CWS/CMS</p> <p>Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year.</p> <p>Corrective Action Plans</p> <p>Auditor Controller Reports</p>

² While each incident of substantiated abuse or neglect that occurs must be evaluated on a case-by-case basis, COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. COUNTY will exercise all available remedies, including but not limited to, requiring a corrective action plan and/or providing a child services through alternative sources. Repeated incidences that increase the rate above state-wide averages for abuse/neglect will be used as a performance evaluator and may result in COUNTY's termination of the Contract, in whole or in part, at COUNTY's sole discretion.

Contractor shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them. Performance Targets may be adjusted based on data collected during the first contract year.

7.0 SAFETY

PERFORMANCE OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.

SERVICE TASKS:

7.1 Referral and Authorization for Services:

The ISC shall refer children to the Contractor to receive Wraparound services and Contractor shall accept any child referred by the ISC without exception. Contractor shall not disenroll, or attempt to disenroll, from Wraparound care any child or Family until all Child and Family Plan of Care goals are met and the Family and child request Graduation or disenrollment. The ISC will perform a Plan of Care review within thirty (30) days from referral and every six (6) months thereafter.

7.1.1 The Children's Social Worker (CSW), the Deputy Probation Officer or the Department of Mental Health Worker assigned to the Family will be responsible for providing the Contractor with an authorized Wraparound Child and Family Enrollment Agreement form via the ISC team.

7.1.2 The Contractor shall maintain copies of authorized Wraparound Child and Family Enrollment Agreement forms in each respective Family's case file.

7.2 Care Management

The Contractor shall provide comprehensive, individualized care management for each child and shall monitor the resources as defined by the Family in the Child and Family Plan of Care, and link the child to the community. Success for this initiative is highly dependent upon active management of both the financial and operational implementation of a Child and Family Plan of Care.

The ISC will review the Child and Family Plan of Care exit plans and will monitor the Lead Wraparound Agency's longitudinal tracking of families over time to ensure sustained self-sufficiency post-Wraparound.

7.3 Engagement and Strengths Assessment:

7.3.1 Contractor shall have a written policy on an engagement process that promotes and supports the use of a non-blaming, Family-centered approach that acknowledges the families' strengths,

avoids the use of technical psychological and diagnostic language, and allows the Family to review the Child and Family Plan of Care.

7.3.2 Contractor shall perform a strengths interview within the first thirty (30) days in the Wraparound process. Contractor shall ensure that the Wraparound Program Manager oversees the Child and Family Team (CFT) and Plan of Care process to verify that the Family's strengths were: (1) identified; (2) kept current; (3) communicated to the CFT; (4) utilized in action steps; and (5) analyzed in the risk assessment information and in the formulation of an effective crisis plan.

7.3.3 Contractor shall ensure that all four (4) phases of the Wraparound process as stated in the attached *Phases and Activities of the Wraparound Process* (Exhibit A-3) are incorporated into their written policy and actually performed.

7.3.4 It is noted that the use of numbering for the phases and activities as stated in the *Phases and Activities of the Wraparound Process* is not meant to imply that the activities must invariably be carried out in a specific order, or that one (1) activity or phase must be finished before another can be started. Instead, the number and ordering is meant to convey an overall flow of activity and attention.

7.4 Assessment for Family Safety, Need for Crisis Support, and Development of the Crisis Response Plan:

7.4.1 As explained in Phase One (Exhibit A-3), Contractor shall assess the immediate safety, stabilization, and crisis support needs from both the case worker and the Family's perspective. The assessment shall also determine the need for community protection for a child(ren) with a history of violence, sexual acting out, or delinquency with in-depth evaluations of the behaviors involved and their causes.

7.4.2 In Phase Two (Exhibit A-3), Contractor and Family shall develop two (2) separate Crisis Response Plans for proactive and reactive crisis situations including all CFT signatures to document the team and Family's approval of the plan. The CFT members will further develop a mission statement that discusses what they will be working on together. All CFT member's responsibilities shall be clearly defined, and Contractor shall: (1) be able to and actually respond to each child's or Family's crisis on twenty-four (24) hours per day basis; and (2) document the child's and Family's participation in resolving each crisis and the child's and Family's assessment of the resolution. For a child with a history of violence, sexual acting out, or delinquency, Contractor shall inform all those providing services of the Crisis Response Plan, the crisis management strategies, and how to access the crisis team. The

Crisis Response Plan shall be updated as needed. If such a child has been in an out-of-home placement, Contractor shall develop specific plans with the child and Family on how to mitigate and control these behaviors before re-introducing the child to the Family and community.

7.5 Child and Family Team

In Phase Two (Exhibit A-3), Contractor shall ensure that a CFT, comprised of formal (e.g. public and private service providers) and informal (e.g. immediate and extended Family, friends, and community) supports, is configured to develop and actively participate in the provision, monitoring, and evaluation of the individualized Child and Family Plan of Care. Every attempt shall be made to have at least fifty percent (50%) of the CFT members consisting of Family members and their designees. (Sufficient time allowance is made for the development of such a ratio, as collaboration may be necessary to assist the Family in identifying available informal supports.) Documentation of the attempt to obtain a fifty percent (50%) ratio of informal supports shall be documented in the Child and Family Plan of Care, Exhibit A-4. The child and Family shall sign and date the CFT roster to show their agreement for the members to be involved with their Family.

7.6 Child and Family Plan of Care

- 7.6.1 Contractor shall ensure that families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports. Contractor shall conduct parent-partner/parent advocate training on a regularly scheduled basis. Contractor shall utilize the Sign-in Sheets to confirm this engagement.
- 7.6.2 In Phase Three (Exhibit A-3), Contractor shall have a written Child and Family Plan of Care for ensuring effective partnerships with families. CFT members shall sign the Child and Family Plan of Care and revisions to show their partnering on its creation and endorsement of its provisions.
- 7.6.3 Contractor shall ensure that individualized Family plans are comprehensive and cover the priority life domains of the child and Family.
- 7.6.4 Contractor's CFT shall meet at a minimum monthly to: (1) develop the Child and Family Plan of Care; (2) review and update the Child and Family Plan of Care due to changes within the Family and changes needed in the supports and services provided; and (3) track outcomes for the child(ren) and Family.

- 7.6.5 Contractor shall include in every Child and Family Plan of Care and update: (1) the strengths inventory; (2) assessment of the immediate safety, stabilization, and crisis support needs; (3) crisis response plan; (4) parent support/training and education plan; and (5) mission statement.
- 7.6.6 Contractor shall provide Family supports and services tailored to the individual child's and Family's needs that are accessible, affordable, well coordinated, and available in the communities in which the children and Family live, work, and play. Contractor shall maximize the use of informal Family and community resources and seek no cost and/or low cost Family and community supports and services prior to identifying fee-for-service resources to meet the child's and Family's needs.
- 7.6.7 The Child and Family Plan of Care, Exhibit A-4, shall be in a format prescribed by COUNTY.
- 7.6.8 Contractor shall maintain a single, unified record that includes the Child and Family Plan of Care, documents all supports and services provided to the Family, and records all other relevant child and Family information. All flexible funding expenditures shall be recorded in the Child and Family Plan of Care.
- 7.6.9 Contractor shall, at a minimum, ensure that a Child and Family Plan of Care is completed within thirty (30) days of enrollment and every six (6) months thereafter for each child and Family that Contractor serves as an obligation under this Contract.
- 7.6.10 Contractor shall ensure that the Program Manager thoroughly reviews and approves the Child and Family Plan of Care.
- 7.6.11 In Phase Four (Exhibit A-3), Contractor shall ensure that transition and transitional planning as stated in *Phases and Activities of the Wraparound Process* is incorporated in their written policy and Plan of Care.

COUNTY PERFORMANCE MEASURE SUMMARY/GOALS REGARDING PERMANENCY		
TARGET GROUP: Children receiving Wraparound services.		
GOAL AND OUTCOME: Permanency – Children in Wraparound shall achieve permanency through outcomes of the Wraparound process/approach.		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS³	DATA COLLECTION METHOD
Graduation from Wraparound consistent with Child and Family Plan of Care.	85% of children that Graduated from Wraparound are with their parents or legal guardians or relative placements.	CWS/CMS Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Follow-Up Reports collected bi-annually in December and June of each calendar year. Child and Family Plan of Care Child's Case File
Stability of children in the Family.	75% of children remaining with their families six (6) months after Graduation from the Wraparound Program. 80% of children remaining with their Families while receiving Wraparound services.	
Families utilizing community-based services and supports.	85% of Families whose children graduated from the Wraparound Program continue using community based services and supports six (6) months after graduation.	

³ Contractor shall cooperate with COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH and the stability of the Family setting and the utilization of community-based services and supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them. Performance Targets may be adjusted based on data collected during the first contract year.

8.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Children in Wraparound shall achieve permanency through outcomes of the Wraparound process/approach.

SERVICE TASKS:

8.1 Transitional Planning and Services (Phase Four) (Exhibit A-3)

In Phase Four (Exhibit A-3), Contractor shall provide transitional planning and services to assist each Wraparound child and Family to whom they provide Wraparound services shift from dependence on Wraparound program to informal services and supports in the community and (where appropriate for older youth/parents) to the adult service system. The transitional plan shall be part of the Child and Family Plan of Care and shall include the following:

- 8.1.1 The child's and Family's goal and mission statements regarding the outcomes the child and Family ultimately wish to achieve;
- 8.1.2 Benchmarks or major turning points with timeframes for transitioning each child and Family to less restrictive, intrusive, formal services that reflect the child's and Family's preferences and capabilities for change;
- 8.1.3 The specific steps required to reach each benchmark;
- 8.1.4 Documentation of progress through the specific steps and benchmarks; and
- 8.1.5 Exit plans that address all the needs of each child and Family (housing, independent living skills, employment, etc.) that demonstrate the services they are receiving at the time of exit rely heavily on Family and community supports.

8.2 Data Collection and Reports

Contractor shall submit on at least an annual basis all reports in the appropriate COUNTY formats as specified by COUNTY's Program Manager. Contractor shall retain copies of all reports and the back-up data summarized in the reports as specified in current law for record keeping.

- 8.2.1 Contractor shall use the following data collection and reporting instruments as required by the State Wraparound Standards:
 - 8.2.1.1 Child Living Environment Stability Profile (CLESP) [*Children's Performance Outcome Technical Work Group*], Exhibit A-5;

- 8.2.1.2 Child and Adolescent Functional Assessment Scales (CAFAS), Exhibit A-6;
 - 8.2.1.3 Scale to Assess Restrictiveness of Educational Settings (SARES), Exhibit A-7;
 - 8.2.1.4 Youth Services Survey for Families (YSS-F), Exhibit A-8; and
 - 8.2.1.5 Youth Services Survey (YSS), Exhibit A-8.
- 8.2.2 Contractor shall send the following additional reports to COUNTY's Program Manager.
- 8.2.2.1 Written Critical Incident Reports as defined in PART A, Section 3.8 of this SOW, on the same day, if they occur before 5:00 P.M., and by 9:00 A.M. the following day, if they occur after 5:00 P.M.;
 - 8.2.2.2 Grievances and appeals by Families within five (5) working days of receipt;
 - 8.2.2.3 Involvement of children and Families, community stakeholders (including service providers and schools), and public agency staff in the evaluation and monitoring of the quality and effectiveness of the program on a quarterly basis;
 - 8.2.2.4 Client and provider profiling and tracking systems which include client characteristics, demographics, and all of the components of the Child and Family Plan of Care by the 25th day of January, April, July, and October;
 - 8.2.2.5 Wraparound Monthly Enrollment Capacity and Status Reports on the fifth (5th) business day of each month for the proceeding month;
 - 8.2.2.6 Data on the outcomes and objectives listed in this SOW by the 25th day of January, April, July, and October;
 - 8.2.2.7 Surveys on consumer satisfaction by 25th day of January and July; and
 - 8.2.2.8 Procedures for selecting providers, monitoring performance, and criteria for terminating subcontractors annually by July 25th.

8.2.3 Contractor's Annual Report:

- 8.2.3.1 Contractor's annual report shall include: (1) a breakdown of demographics (e.g., age, ethnicity; the number of males vs. females; the number children referred each by DMH, Probation and DCFS; the number of the children that are in each DSM-IV category; and the number of Wraparound graduates, suspensions and disenrollments); (2) the average length of services broken out for those who are currently enrolled, graduates, disenrollees and suspensions; (3) the average flexible funding expenditures per child, per month; (4) the average DMH expenditures per child for the first and second six (6) months of service; and (5) an analysis of outcome measures.
- 8.2.3.2 Contractor shall submit the Annual Report to COUNTY's Program Manager by August 1st of each calendar year for the duration of any Contract resulting from this RFSQ.

8.2.4 Evaluation Plan:

Contractor shall have a plan for evaluating and interpreting the data that includes families served and other key stakeholders to develop an evaluation plan to improve performance across time. The evaluation plan shall: (1) delineate the review process, the draft data analysis, and analytical reports; and (2) specify who reviews the draft reports. This evaluation plan is to be submitted annually to COUNTY's Program Manager by August 1st of each calendar year for the duration of any Contract resulting from this RFSQ.

8.2.5 Long-Term Tracking:

- 8.2.5.1 Contractor shall track fiscal reports, service delivery reports, outcome reports, and the Family and child measurements/scales required by the State Wraparound Standards and submit annual accumulated trends that show performance over a period of at least three (3) years to COUNTY's Program Manager.
- 8.2.5.2 Contractor shall develop a plan with COUNTY to determine the long-range outcomes for Wraparound participants after Graduation from the program.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING WELL-BEING/EDUCATION		
PROGRAM TARGET GROUP: Children receiving Wraparound services.		
PROGRAM GOAL AND OUTCOME: Well-being – Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound Approach Services.		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS⁴	METHOD OF DATA COLLECTION
Child's academic performance.	50% of children function at grade level or improved grade-level functioning from previous quarter.	Well-being Assessments completed by each Family at the end of each quarter.
Child's school attendance rate.	75% of children maintain at least an 80% school attendance rate or improved attendance rate from previous quarter.	
Child's medical/physical status.	90% of children have no unmet medical/physical needs.	

⁴ Increased educational performance includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

Contractor shall cooperate with COUNTY in the collection of data by DCFS related to the well-being/educational goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis shall include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them. Performance Targets may be adjusted based on data collected during the first contract year.

9.0 WELL-BEING

PERFORMANCE OUTCOME GOAL: Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound Approach Services.

SERVICE TASKS:

9.1 Administration

Contractor shall adopt the Wraparound philosophy as summarized in PART A, Section 2.2 of this SOW, and develop a plan of operation with policies and procedures consistent with this philosophy that include the following:

- 9.1.1 System-wide Family-centered flexible services practices that support Family decision making;
- 9.1.2 Agency boards/advisory councils include consumers, Family advocates, service providers, and community leaders;
- 9.1.3 Support of the CFT as the primary decision body for planning services, including a reporting mechanism to ensure that members are satisfied with Contractor's support of CFT decisions;
- 9.1.4 Collaboration with public agencies, community service providers, and community members for Family support and implementation of the Child and Family Plan of Care;
- 9.1.5 Participation in the ISC including: (1) providing Child and Family Plans of Care for their review; and (2) providing for them reports on program, services, progress, fiscal data, and outcome data;
- 9.1.6 Development of and participation in a consortium of Wraparound agencies to: (1) coordinate efforts, share information and problem solve; (2) develop strategies to promote community understanding and support for the Wraparound process; (3) set goals and review outcomes; (4) maintain standards of quality for training, planning, and service delivery; and (5) plan quality improvements.

9.2 Parent-Advocacy and Support Group

Contractor shall have a written plan for a volunteer parent-run advocacy and support group that identifies how they can provide: (1) input into Contractor's program development, service planning and implementation, and quality improvements; and (2) parent-to-parent support. Contractor's organization chart shall delineate how this advocacy group is related to the organization as a whole.

9.3 Program Training Components

Contractor shall utilize parents, youth, extended Family members, and community providers, and public agencies in planning, implementing, and evaluating all training programs and content. Contractor shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement

9.4 Staff Training, Job Descriptions, and Appraisal

Contractor shall have a staff training program for administrator(s), program manager(s), facilitator(s), and supervisor(s) that reflects the philosophy and values in PART A, Section 2.2 of this SOW and provides written job descriptions for each position.

9.4.1 Training Program for Wraparound Staff: The training program for Wraparound staff shall include: (1) Wraparound Orientation and Elements of Wraparound before they see families or attend other advanced Wraparound Trainings; (2) assessments, including time-frames for assessments, for Family safety, need for crisis support, development of crisis plans, and Family strengths; (3) use of services that are directly linked to child and Family preferences, choices, values, and culture; (4) examining extended Family systems to identify Family supports and services that can be obtained or purchased from within the Family structure (day care, mentoring, tutoring, recreation, transportation, financial counseling, respite, house repairs/maintenance, homemaking, etc.); (5) specific methods for helping children and families build the skills needed to meet their specific needs and result in greater self-sufficiency; and (6) provision monitoring, timely consultation, and on-going coaching to promote skill acquisition and enhancement by experienced supervisors/program managers or subject matter experts.

9.4.2 Appraisal Process for Wraparound Staff: Contractor's staff appraisal process for Wraparound Staff shall include, but not be limited to: (1) responsiveness to the families' identified needs; (2) development of Family-centered help-giver skills; (3) achievement of professional and Family partnerships; (4) incorporation of informal supports, natural Family helpers, and other community resources; (5) outcomes for children and Families; and (6) feedback from children and Families community service providers.

9.5 Parent Training and Education

Contractor's plan of operation shall include a parent training and education component that: (1) is accessible; (2) meets the parent's needs; (3) utilizes parents who have successfully participated in Wraparound as advocates and trainers for other families in the program; and (4) invites providers experienced in delivery of Wraparound services to participate as trainers. The parent training and education plan shall include, but is not limited to:

- 9.5.1 Understanding the child(ren)'s special needs;
- 9.5.2 Becoming informed advocates for their child(ren) to meet his/her needs, including educational needs;
- 9.5.3 Understanding the child(ren)'s educational rights;
- 9.5.4 Negotiating the system of care;
- 9.5.5 Participating on cross-disciplinary teams; and
- 9.5.6 Assuming leadership positions in service design and delivery.

9.6 Public Agency and Potential Service Providers' Training

Contractor shall form training teams that include providers experienced in delivery of Wraparound services and selected Wraparound families to help train public agency staff and potential service providers on Wraparound values and service delivery methods.

PERFORMANCE REQUIREMENT SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance with Performance Standard	Default
CONTRACTOR shall comply with all provisions of the Contract, including Sections 3.0 through 9.0 of Exhibit A, Statement of Work, except the Performance Measure Summary/Goals Regarding Safety, Permanency, and Well-Being/Education, which are COUNTY's program goals.	95% compliance	<p>One or more of the following may occur:</p> <p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>County Program manager (CPM) receives reports or notices from DCFS users.</p> <p>CPM receives results of audits regarding the CONTRACTOR's compliance with the Contract.</p> <p>CPM meets with CONTRACTOR regarding any incident of non-compliance.</p> <p>CPM submits to CONTRACTOR a letter, e-mail, or a User Compliant Report (UCR) for each incident of non-compliance.</p>	<p>Performance Standard notwithstanding, if two (2) letters, e-mails, or UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 3.0 through 9.0 of the Statement of Work, and/or any other provision of the Contract. CONTRACTOR shall submit to the CPM within 72-hours from the receipt of such written notice a written Corrective Action Plan with an explanation of the problem and plan for correcting the problem, which shall be subject to COUNTY approval.</p> <p>The COUNTY may impose a deduction from the CONTRACTOR's invoice in the amount of \$100 when the following occurs:</p> <p>1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 3.0 through 9.0 of the SOW, and/or any other provisions of the Contract; or</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this Contract in accordance with Part II: Standard Terms and Conditions, Section 50.0, Termination for Contractor's Default, of the Contract if five (5) or more UCRs are submitted and one or more of the following conditions apply:</p> <p>1) Any such UCR was submitted in a twelve-month period; and</p> <p>2) Any such UCR indicate any manner of non-compliance with the Contract by the CONTRACTOR or any failure by the CONTRACTOR to perform the services specified in the SOW; and</p> <p>3) Any Corrective Action Plan submitted by the CONTRACTOR in response to any UCR was not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for one or more UCR.</p>

LINE ITEM BUDGET
(See Sample Line Item Budget Below)

SAMPLE LINE ITEM BUDGET SHEET

Contractor's Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

Total Salaries and Wages \$ _____***FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

Total Insurance/Misc. S & S \$ _____**TOTAL DIRECT COSTS** \$ _____**INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS \$ _____**TOTAL DIRECT AND INDIRECT COST** \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

Phases and Activities of the Wraparound Process

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October 10, 2004

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Phases and Activities of the Wraparound Process

The table presented here represents the results of a research project intended to clarify the types of activities that must be included in a full wraparound process. It is one component among a set of materials produced by the *National Wraparound Initiative*, a project with a goal to clearly operationalize and define this important and innovative model for working with families. The *National Wraparound Initiative* materials also include a description of the principles of wraparound, a description of the organizational and system conditions needed to support a high-quality wraparound process, and a glossary of terms. Some of the documents still being completed include youth, family, and team member handbooks, fidelity measures, and a compilation of tools and procedures to support the process described here. This multi-dimensional description of the wraparound process is the result of an extended process of compiling materials, synthesizing them, and getting quantitative and qualitative feedback from the initiative's Advisory Group.

To create the current document on the activities of the wraparound process, descriptions of wraparound models were compiled from training manuals, monographs, operating procedures of successful wraparound programs, and interviews with wraparound trainers, family members, and family advocates. We created an initial description of the phases and activities and received in-depth feedback from 10 wraparound innovators and prominent family advocates. A revision was then presented to approximately 45 Advisory Group members nationally. Their quantitative feedback was obtained using a *Delphi* process that asked (1) whether the activities presented were “essential,” “optional,” or “inadvisable;” and (2) whether the wording of the activities was “fine,” “so-so,” or “unacceptable.” Their qualitative feedback included specific suggestions for revising content and wording. An extensive revision based on the quantitative and qualitative feedback was then undertaken.

The resulting “Phases and Activities of the Wraparound Process” focuses on *what* needs to happen in wraparound; however, *how* the work is accomplished is equally important. Merely accomplishing the tasks is insufficient unless this work is done in a manner consistent with the 10 principles of wraparound. In addition, future work from the National Wraparound Initiative will provide more detailed information about team member skills that are necessary for the wraparound process, as well as descriptions of specific procedures, templates, and other tools that can be used to complete the activities described here. Finally, it should be stressed that even the basic description presented here remains a “living document” that will be updated based on pilot testing and feedback from an even broader audience of reviewers than has participated thus far.

Phases and Activities of the Wraparound Process

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We would like to thank the following Advisory Group members for contributing materials to this product and for participating in interviews and the *Delphi* process through which we received feedback on initial drafts.

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Marcus Small
Mareasa Isaacs

Maria Elena Villar
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Phases and Activities of the Wraparound Process

Some notes:

- The activities below identify a *facilitator* as responsible for guiding, motivating, or undertaking the various activities. This is not meant to imply that a single person must facilitate all of the activities, and we have not tried to specify exactly who should be responsible for each activity. The various activities may be split up among a number of different people. For example, on many teams, a parent partner or advocate takes responsibility for some activities associated with family and youth engagement, while a care coordinator is responsible for other activities. On other teams, a care coordinator takes on most of the facilitation activities with specific tasks or responsibilities taken on by a parent, youth, and/or other team members. In addition, facilitation of wraparound team work may transition between individuals over time, such as from a care coordinator to a parent, family member, or other natural support person, during the course of a wraparound process.
- The *families* participating in wraparound, like American families more generally, are diverse in terms of their structure and composition. Families may be a single biological or adoptive parent and child or youth, or may include grandparents and other extended family members as part of the central family group. If the court has assigned custody of the child or youth to some public agency (e.g., child protective services or juvenile justice), the caregiver in the permanency setting and/or another person designated by that agency (e.g. foster parent, social worker, probation officer) takes on some or all of the roles and responsibilities of a parent for that child and shares in selecting the team and prioritizing objectives and options. As youth become more mature and independent, they begin to make more of their own decisions, including inviting members to join the team and guiding aspects of the wraparound process.
- The use of *numbering for the phases and activities* described below is not meant to imply that the activities must invariably be carried out in a specific order, or that one activity or phase must be finished before another can be started. Instead, the numbering and ordering is meant to convey an overall flow of activity and attention. For example, focus on transition activities is most apparent during the latter portions of the wraparound process; however, attention to transition issues begins with the earliest activities in a wraparound process.

Phases and Activities of the Wraparound Process: Phase 1

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 1: Engagement and team preparation During this phase, the groundwork for trust and shared vision among the family and wraparound team members is established, so people are prepared to come to meetings and collaborate. During this phase, the tone is set for teamwork and team interactions that are consistent with the wraparound principles, particularly through the initial conversations about strengths, needs, and culture. In addition, this phase provides an opportunity to begin to shift the family's orientation to one in which they understand they are an integral part of the process and their preferences are prioritized. The activities of this phase should be completed relatively quickly (within 1-2 weeks if possible), so that the team can begin meeting and establish ownership of the process as quickly as possible.		
1.1. Orient the family and youth GOAL: To orient the family and youth to the wraparound process.	1.1 a. Orient the family and youth to wraparound In face-to-face conversations, the facilitator explains the wraparound philosophy and process to family members and describes who will be involved and the nature of family and youth/child participation. Facilitator answers questions and addresses concerns. Facilitator describes alternatives to wraparound and asks family and youth if they choose to participate in wraparound. Facilitator describes types of supports available to family and youth as they participate on teams (e.g., family/youth may want coaching so they can feel more comfortable and/or effective in partnering with other team members).	This orientation to wraparound should be brief and clear, and should avoid the use of jargon, so as not to overwhelm family members. At this stage, the focus is on providing enough information so that the family and youth can make an informed choice regarding participation in the wraparound process. For some families, alternatives to wraparound may be very limited and/or non-participation in wraparound may bring negative consequences (as when wraparound is court ordered); however, this does not prevent families/youth from making an informed choice to participate based on knowledge of the alternatives and/or the consequences of non-participation.
	1.1 b. Address legal and ethical issues Facilitator reviews all consent and release forms with the family and youth, answers questions, and explains options and their consequences. Facilitator discusses relevant legal and ethical issues (e.g., mandatory reporting), informs family of their rights, and obtains necessary consents and release forms before the first team meeting.	Ethical and legal considerations will also need to be reviewed with the entire team as described in phase 2.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
1.2. Stabilize crises GOAL: To address pressing needs and concerns so that family and team can give their attention to the wraparound process.	1.2 a. Ask family and youth about immediate crisis concerns Facilitator elicits information from the family and youth about immediate safety issues, current crises, or crises that they anticipate might happen in the very near future. These may include crises stemming from a lack of basic needs (e.g., food, shelter, utilities such as heat or electricity).	The goal of this activity is to quickly address the most pressing concerns. The whole team engages in proactive and future-oriented crisis/safety planning during phase 2. As with other activities in this phase, the goal is to do no more than necessary prior to convening the team, so that the facilitator does not come to be viewed as the primary service provider and so that team as a whole can feel ownership for the plan and the process.
	1.2 b. Elicit information from agency representatives and potential team members about immediate crises or potential crises Facilitator elicits information from the referring source and other knowledgeable people about pressing crisis and safety concerns.	Information about previous crises and their resolution can be useful in planning a response in 1.2.c.
	1.2 c. If immediate response is necessary, formulate a response for immediate intervention and/or stabilization Facilitator and family reach agreement about whether concerns require immediate attention and, if so, work to formulate a response that will provide immediate relief while also allowing the process of team building to move ahead.	This response should describe clear, specific steps to accomplish stabilization.
1.3. Facilitate conversations with family and youth/child GOAL: To explore individual and family strengths, needs, culture, and vision and to use these to develop a document that will serve as the starting point for planning.	1.3 a. Explore strengths, needs, culture, and vision with child/youth and family. Facilitator meets with the youth/child and family to hear about their experiences; gather their perspective on their individual and collective strengths, needs, elements of culture, and long-term goals or vision; and learn about natural and formal supports. Facilitator helps family identify potential team members and asks family to talk about needs and preferences for meeting arrangements (location, time, supports needed such as child care, translation).	This activity is used to develop information that will be presented to and augmented by the team in phase 2. Family members should be encouraged to consider these topics broadly.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	1.3 b. Facilitator prepares a summary document Using the information from the initial conversations with family members, the facilitator prepares a strengths-based document that summarizes key information about individual family member strengths and strengths of the family unit, as well as needs, culture, and vision. The family then reviews and approves the summary.	
1.4. Engage other team members GOAL: To gain the participation of team members who care about and can aid the youth/child and family, and to set the stage for their active and collaborative participation on the team in a manner consistent with the wraparound principles	1.4 a. Solicit participation/orient team members Facilitator, together with family members if they so choose, approaches potential team members identified by the youth and family. Facilitator describes the wraparound process and clarifies the potential role and responsibilities of this person on the team. Facilitator asks the potential team members if they will participate. If so, facilitator talks with them briefly to learn their perspectives on the family's strengths and needs, and to learn about their needs and preferences for meeting.	The youth and/or family may choose to invite potential team members themselves and/or to participate in this activity alongside the facilitator. It is important, however, not to burden family members by establishing (even inadvertently) the expectation that they will be primarily responsible for recruiting and orienting team members.
1.5. Make necessary meeting arrangements GOAL: To ensure that the necessary procedures are undertaken for the team is prepared to begin an effective wraparound process.	1.5 a. Arrange meeting logistics Facilitator integrates information gathered from all sources to arrange meeting time and location and to assure the availability of necessary supports or adaptations such as translators or child care. Meeting time and location should be accessible and comfortable, especially for the family but also for other team members. Facilitator prepares materials—including the document summarizing family members' individual and collective strengths, and their needs, culture, and vision—to be distributed to team members.	

Phases and Activities of the Wraparound Process: Phase 2

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 2: Initial plan development During this phase, team trust and mutual respect are built while the team creates an initial plan of care using a high-quality planning process that reflects the wraparound principles. In particular, youth and family should feel, during this phase, that they are heard, that the needs chosen are ones they want to work on, and that the options chosen have a reasonable chance of helping them meet these needs. This phase should be completed during one or two meetings that take place within 1-2 weeks, a rapid time frame intended to promote team cohesion and shared responsibility toward achieving the team's <i>mission</i> or overarching goal.		
2.1. Develop an initial plan of care GOAL: To create an initial plan of care using a high-quality team process that elicits multiple perspectives and builds trust and shared vision among team members, while also being consistent with the wraparound principles	2.1 a. Determine ground rules Facilitator guides team in a discussion of basic ground rules, elicits additional ground rules important to team members, and facilitates discussion of how these will operate during team meetings. At a minimum, this discussion should address legal and ethical issues—including confidentiality, mandatory reporting, and other legal requirements—and how to create a safe and blame-free environment for youth/family and all team members. Ground rules are recorded in team documentation and distributed to members.	In this activity, the team members define their collective expectations for team interaction and collaboration. These expectations, as written into the ground rules, should reflect the principles of wraparound. For example, the principles stress that interactions should promote family and youth voice and choice and should reflect a strengths orientation. The principles also stress that important decisions are made within the team.
	2.1 b. Describe and document strengths Facilitator presents strengths from the summary document prepared during phase 1, and elicits feedback and additional strengths, including strengths of team members and community.	While strengths are highlighted during this activity, the wraparound process features a strengths orientation throughout.
	2.1 c. Create team mission Facilitator reviews youth and family's vision and leads team in setting a <i>team mission</i> , introducing idea that this is the overarching goal that will guide the team through phases and, ultimately, through transition from formal wraparound.	The team mission is the collaboratively set, long-term goal that provides a one or two sentence summary of what the team is working towards.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<p>2.1 d. Describe and prioritize needs/goals Facilitator guides the team in reviewing needs and adding to list. The facilitator then guides the team in prioritizing a small number of needs that the youth, family, and team want to work on first, and that they feel will help the team achieve the mission.</p>	<p>The elicitation and prioritization of needs is often viewed as one of the most crucial and difficult activities of the wraparound process. The team must ensure that needs are considered broadly, and that the prioritization of needs reflects youth and family views about what is most important. Needs are not services but rather broader statements related to the underlying conditions that, if addressed, will lead to the accomplishment of the mission.</p>
	<p>2.1 e. Determine goals and associated outcomes and indicators for each goal Facilitator guides team in discussing a specific goal or outcome that will represent success in meeting each need that the team has chosen to work on. Facilitator guides the team in deciding how the outcome will be assessed, including specific indicators and how frequently they will be measured.</p>	<p>Depending on the need being considered, multiple goals or outcomes may be determined. Similarly, for each goal or outcome determined by the team for measurement, multiple indicators may be chosen to be tracked by the team. However, the plan should not include so many goals, outcomes, or indicators that team members become overwhelmed or tracking of progress becomes difficult.</p>
	<p>2.1 f. Select strategies Facilitator guides the team in a process to think in a creative and open-ended manner about strategies for meeting needs and achieving outcomes. The facilitator uses techniques for generating multiple options, which are then evaluated by considering the extent to which they are likely to be effective in helping reach the goal, outcome, or indicator associated with the need; the extent to which they are community based, the extent to which they build on/incorporate strengths; and the extent to which they are consistent with family culture and values. When evaluating more formal service and support options, facilitator aids team in acquiring information about and /or considering the evidence base for relevant options.</p>	<p>This activity emphasizes creative problem solving, usually through brainstorming or other techniques, with the team considering the full range of available resources as they come up with strategies to meet needs and achieve outcomes. Importantly, this includes generating strategy options that extend beyond formal services and reach families through other avenues and time frames. These are frequently brainstormed by the team, with the youth and family and people representing their interpersonal and community connections being primary nominators of such supports. Finally, in order to best consider the evidence base for potential strategies or supports, it may be useful for a wraparound team or program to have access to and gain counsel from a point person who is well-informed on the evidence base.</p>

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	2.1 g. Assign action steps Team assigns responsibility for undertaking action steps associated with each strategy to specific individuals and within a particular time frame.	Action steps are the separate small activities that are needed to put a strategy into place, for example, making a phone call, transporting a child, working with a family member, finding out more information, attending a support meeting, arranging an appointment. While all team members will not necessarily participate at the same level, all team members should be responsible for carrying out action steps. Care should be taken to ensure that individual team members, particularly the youth and family, are not overtaxed by the number of action steps they are assigned.
2.2. Develop crisis/safety plan GOAL: To identify potential problems and crises, prioritize according to seriousness and likelihood of occurrence, and create an effective and well-specified <i>crisis prevention and response</i> plan that is consistent with the wraparound principles. A more proactive <i>safety plan</i> may also be created.	2.2 a. Determine potential serious risks Facilitator guides the team in a discussion of how to maintain the safety of all family members and things that could potentially go wrong, followed by a process of prioritization based on seriousness and likelihood of occurrence.	Past crises, and the outcomes of strategies used to manage them, are often an important source of information in current crisis/safety planning.
	2.2 b. Create crisis/safety plan In order of priority, the facilitator guides team in discussion of each serious risk identified. The discussion includes safety needs or concerns and potential crisis situations, including antecedents and associated strategies for preventing each potential type of crisis, as well as potential responses for each type of crisis. Specific roles and responsibilities are created for team members. This information is documented in a written <i>crisis plan</i> . Some teams may also undertake steps to create a separate <i>safety plan</i> , which specifies all the ways in which the wraparound plan addresses potential safety issues.	One potential difficulty with this activity is the identification of a large number of crises or safety issues can mean that the crisis/safety plan “takes over” from the wraparound plan. The team thus needs to balance the need to address all risks that are deemed serious with the need to maintain focus on the larger wraparound plan as well as youth, family, and team strengths.
2.3. Complete necessary documentation and logistics	2.3 a. Complete documentation and logistics Facilitator guides team in setting meeting schedule and determining means of contacting team members and distributing documentation to team members	

Phases and Activities of the Wraparound Process: Phase 3

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 3: Implementation During this phase, the initial wraparound plan is implemented, progress and successes are continually reviewed, and changes are made to the plan and then implemented, all while maintaining or building team cohesiveness and mutual respect. The activities of this phase are repeated until the team's mission is achieved and formal wraparound is no longer needed.		
3.1. Implement the wraparound plan GOAL: To implement the initial plan of care, monitoring completion of action steps and strategies and their success in meeting need and achieving outcomes in a manner consistent with the wraparound principles.	3.1 a. Implement action steps for each strategy For each strategy in the wraparound plan, team members undertake action steps for which they are responsible. Facilitator aids completion of action steps by checking in and following up with team members; educating providers and other system and community representatives about wraparound as needed; and identifying and obtaining necessary resources.	The level of need for educating providers and other system and community representatives about wraparound varies considerably from one community to another. Where communities are new to the type of collaboration required by wraparound, getting provider "buy in" can be very difficult and time consuming for facilitators. Agencies implementing wraparound should be aware of these demands and be prepared to devote sufficient time, resources, and support to this need.
	3.1 b. Track progress on action steps Team monitors progress on the action steps for each strategy in the plan, tracking information about the timeliness of completion of responsibilities assigned to each team member, fidelity to the plan, and the completion of the requirements of any particular intervention.	Using the timelines associated with the action steps, the team tracks progress. When steps do not occur, teams can profit from examining the reasons why not. For example, teams may find that the person responsible needs additional support or resources to carry out the action step, or, alternatively, that different actions are necessary.
	3.1 c. Evaluate success of strategies Using the outcomes/indicators associated with each need, the facilitator guides the team in evaluating whether selected strategies are helping team meet the youth and family's needs.	Evaluation should happen at regular intervals. Exactly how frequently may be determined by program policies and/or the nature of the needs/goals. The process of evaluation should also help the team maintain focus on the "big picture" defined by the team's mission: Are these strategies, by meeting needs, helping achieve the mission?

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	3.1. d. Celebrate successes The facilitator encourages the team to acknowledge and celebrate successes, such as when progress has been made on action steps, when outcomes or indicators of success have been achieved, or when positive events or achievements occur.	Acknowledging success is one way of maintaining a focus on the strengths and capacity of the team and its members. Successes do not have to be “big”, nor do they necessarily have to result directly from the team plan. Some teams make recognition of “what’s gone right” a part of each meeting.
3.2. Revisit and update the plan GOAL: To use a high quality team process to ensure that the wraparound plan is continually revisited and updated to respond to the successes of initial strategies and the need for new strategies.	3.2. a. Consider new strategies as necessary When the team determines that strategies for meeting needs are not working, or when new needs are prioritized, the facilitator guides the team in a process of considering new strategies and action steps using the process described in activities 2.1.f and 2.1.g.	Revising of the plan takes place in the context of the needs identified in 2.1.d. Since the needs are in turn connected to the mission, the mission helps to guide evaluation and plan revisions.
3.3. Maintain/build team cohesiveness and trust GOAL: To maintain awareness of team members’ satisfaction with and “buy-in” to the process, and take steps to maintain or build team cohesiveness and trust.	3.3 a. Maintain awareness of team members’ satisfaction and “buy-in” Facilitator makes use of available information (e.g., informal chats, team feedback, surveys—if available) to assess team members’ satisfaction with and commitment to the team process and plan, and shares this information with the team as appropriate. Facilitator welcomes and orients new team members who may be added to the team as the process unfolds.	Many teams maintain formal or informal processes for addressing team member engagement or “buy in”, e.g. periodic surveys or an end-of-meeting wrap-up activity. In addition, youth and family members should be frequently consulted about their satisfaction with the team’s work and whether they believe it is achieving progress toward their long-term vision, especially after major strategizing sessions. In general, however, this focus on assessing the process of teamwork should not eclipse the overall evaluation that is keyed to meeting identified needs and achieving the team mission.
	3.3 b. Address issues of team cohesiveness and trust Making use of available information, facilitator helps team maintain cohesiveness and satisfaction (e.g., by continually educating team members—including new team members—about wraparound principles and activities, and/or by guiding team in procedures to understand and manage disagreement, conflict, or dissatisfaction).	Teams will vary in the extent to which issues of cohesiveness and trust arise. Often, difficulties in this area arise from one or more team members’ perceptions that the team’s work—and/or the overall mission or needs being currently addressed—is not addressing the youth and family’s “real” needs. This points to the importance of careful work in deriving the needs and mission in the first place, since shared goals are essential to maintaining team cohesiveness over time.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
3.4. Complete necessary documentation and logistics	3.4 a. Complete documentation and logistics Facilitator maintains/updates the plan and maintains and distributes meeting minutes. Team documentation should record completion of action steps, team attendance, use of formal and informal services and supports, and expenditures. Facilitator documents results of reviews of progress, successes, and changes to the team and plan. Facilitator guides team in revising meeting logistics as necessary and distributes documentation to team members.	Team documentation should be kept current and updated, and should be distributed to and/or available to all team members in a timely fashion.

Phases and Activities of the Wraparound Process: Phase 4

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 4: Transition During this phase, plans are made for a purposeful transition out of formal wraparound to a mix of formal and natural supports in the community (and, if appropriate, to services and supports in the adult system). The focus on transition is continual during the wraparound process, and the preparation for transition is apparent even during the initial engagement activities.		
4.1. Plan for cessation of formal wraparound GOAL: To plan a purposeful transition out of formal wraparound in a way that is consistent with the wraparound principles, and that supports the youth and family in maintaining the positive outcomes achieved in the wraparound process.	4.1 a. Create a transition plan Facilitator guides the team in focusing on the transition from wraparound, reviewing strengths and needs and identifying services and supports to meet needs that will persist past formal wraparound.	Preparation for transition begins early in the wraparound process, but intensifies as team meets needs and moves towards achieving the mission. While formal supports and services may be needed post-transition, the team is attentive to the need for developing a sustainable system of supports that is not dependent on formal wraparound. Teams may decide to continue wraparound—or a variation of wraparound—even after it is no longer being provided as a formal service.
	4.1 b. Create a post-transition crisis management plan Facilitator guides the team in creating post-wraparound crisis management plan that includes action steps, specific responsibilities, and communication protocols. Planning may include rehearsing responses to crises and creating linkage to post-wraparound crisis resources.	At this point in transition, youth and family members, together with their continuing supports, should have acquired skills and knowledge in how to manage crises. Post-transition crisis management planning should acknowledge and capitalize on this increased knowledge and strengthened support system. This activity will likely include identification of access points and entitlements for formal services that may be used following formal wraparound.
	4.1 c. Modify wraparound process to reflect transition New members may be added to the team to reflect identified post-transition strategies, services, and supports. The team discusses responses to potential future situations, including crises, and negotiates the nature of each team member's post-wraparound participation with the team/family. Formal wraparound team meetings reduce frequency and ultimately cease.	Teams may continue to meet using a wraparound process (or other process or format) even after formal wraparound has ended. Should teamwork continue, family members and youth, or other supports, will likely take on some or all of the facilitation and coordination activities.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
4.2. Create a “commencement” GOAL: To ensure that the cessation of formal wraparound is conducted in a way that celebrates successes and frames transition proactively and positively.	4.2 a. Document the team’s work Facilitator guides team in creating a document that describes the strengths of the youth/child, family, and team members, and lessons learned about strategies that worked well and those that did not work so well. Team participates in preparing/reviewing necessary final reports (e.g., to court or participating providers, where necessary)	This creates a package of information that can be useful in the future.
	4.2 b. Celebrate success Facilitator encourages team to create and/or participate in a culturally appropriate “commencement” celebration that is meaningful to the youth/child, family, and team, and that recognizes their accomplishments.	This activity may be considered optional. Youth/child and family should feel that they are ready to transition from formal wraparound, and it is important that “graduation” is not constructed by systems primarily as a way to get families out of services.
4.3. Follow-up with the family GOAL: To ensure that the family is continuing to experience success after wraparound and to provide support if necessary.	4.3 a. Check in with family Facilitator leads team in creating a procedure for checking in with the youth and family periodically after commencement. If new needs have emerged that require a formal response, facilitator and/or other team members may aid the family in accessing appropriate services, possibly including a reconvening of the wraparound team.	The check-in procedure can be done impersonally (e.g., through questionnaires) or through contact initiated at agreed-upon intervals either by the youth or family, or by another team member.

Wraparound Phase

- ☐ Engagement & Planning
☐ Implementation
☐ Transition

**Wraparound Child and Family Team
 PLAN OF CARE**

Supervisor Review:
 Initials ____ Date: ____
Date submitted to ISC:

Child's Name: _____

DOB: _____

Enrollment Date: _____

Current Address: _____

Current Living Arrangement:

- ☐ Family/Relative Home
☐ Foster Home
☐ Group Home/Residential Care
☐ Hospital
☐ Juvenile Detention Facility
☐ Other: _____

First POC Date: _____

Current POC period: _____

Facilitator: _____

Referring Agency/ _____

to _____

Parent Partner: _____

County Worker: _____

Mission Statement:

Strengths	Needs	Strategies <i>Note if the Strategy is Formal (F) or Informal (I)</i>	Person Responsible/ Due Date or Timeframe	Cost, Budget, and/or Resource	Prior POC Outcome/ Update
<i>Life Domain #1-- Safety</i>					
<i>Life Domain #2--Family</i>					
<i>Life Domain #3--Legal</i>					
<i>Life Domain #4--Emotional/Behavioral</i>					
<i>Life Domain #5--School/Educational</i>					
<i>Life Domain #6--Money Matters</i>					

Strengths	Needs	Strategies <i>Note if the Strategy is Formal (F) or Informal (I)</i>	Person Responsible/ Due Date or Timeframe	Cost, Budget, and/or Resource	Prior POC Outcome/ Update
<i>Life Domain #7--Housing/Living Environment</i>					
<i>Life Domain #8--Social Relationships</i>					
<i>Life Domain #9--Fun/Recreational</i>					
<i>Life Domain #10--Health/Medical</i>					
<i>Life Domain #11--Work/Vocational</i>					
<i>Life Domain #12--Cultural/Spiritual</i>					

Summary of Progress Since Previous Plan of Care:

We, the members of the Wraparound Child and Family Team, agree to this Plan of Care:

Team Member (Print Name)	Relationship to Child/Title	Signature	Date	Contact Phone Number(s)

Client Living Environment and Stability Profile (CLESP)

Please complete for clients at Time 1 and Time 2.

Please fax completed instrument to: (916) 654-3178

Exhibit A-5

County Client Number

0 1 2 3 4 5 6 7 8 9 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Grid of bubbles for marking the County Client Number.

Stability Information

Within the last six months, in how many places has this child lived for at least one week?
(If unknown, please leave blank.)

1 2 3 4 5 6 7 8 9 0

Grid of bubbles for marking the number of places.

Runaway Information:

How many times has this child run away within the LAST 6 months?

- None Two or More Times
Once Unknown

Psychiatric Medications

Is this child currently taking any psychiatric medications?

- Yes No Unknown

Assessment Type

- Intake
Mid-Treatment
Discharge (mark one):
Planned
Unplanned
Left Service Area
Aged Out
Death
Other/Unknown

CAFAS Scores:

Role Performance:	0	10	20	30
School/Work				
Community				
Behavior Toward Others				
Mood/Self Harm:				
Moods/Emotions				
Self-Harmful Behavior				
Other:				
Substance Use				
Thinking				

Living Situation

Please mark the bubble that corresponds to BOTH the Current AND Predominant (within the previous 6 months) Living Situation (mark one bubble for each situation).

Incarcerated (CYA, Juvenile Hall, etc.)

Psychiatric Hospital

Group Home (Level 12-14)

Group Home (Level 10-11)

Group Home (Level 0-9)

Foster Care, Therapeutic Foster Care or Kinship Care

Living with Biological or Adoptive Family (Non-Foster Care)

Living Independently by Self, with Spouse, Roommate, and/or Dependent Children

Homeless / Homeless Shelter / Runaway Shelter

Other

Current Living Situation

Predominant Living Situation

For children living either at home or in a foster care setting, with whom does the child live? (Mark one bubble for each situation.)

Both Birth Mother and Biological Father

Single Birth Mother/Father

Birth Parent with Step or Long-Term Partner

Grandparent

Aunt/Uncle

Sibling

Non-Biological Foster Parent

Other

Unknown

Current Living Situation

Predominant Living Situation

Is the primary caregiver receiving any community-based services to help them meet the physical and emotional needs of the child? Yes No Unknown

If yes, please specify:

On the average, how often does the child attend school during a 5-day week? (Please only mark one.)

- Zero One Two Three Four Five Home Study Unknown

Current / Planned (if new) Services:

Mark the category that describes the services the client is currently receiving, on average.

Outpatient (mark one):

- More than once a week
Once a week
Less than once a week

Day Treatment

Inpatient/24-Hour Services

If applicable, please identify the reason why the Ohio Scales Agency Worker Form was not completed:

- Lost Contact
(e.g., have not seen child for 60 days or longer)
Insufficient Information to Complete
(e.g., staff change)

Draft

Child's Name:

County Client #: Date:

CHILD AND ADOLESCENT FUNCTIONAL ASSESSMENT SCALE (CAFAS™)

Exhibit A-6

Name _____ Child ID # _____ Date ____/____/____
 Date of Birth ____/____/____ Age _____ Sex: ☐ boy ☐ girl Site ID # _____ Child's Zip Code _____

TIME PERIOD RATED:

- ☐ Last Month
☐ Last 3 Months
☐ Other _____

RATER:

- Name _____
☐ Case Manager (or team leader)
☐ Treating Therapist
☐ Intake Worker
☐ Non-Treating Clinician
☐ Lay Interviewer/Researcher
☐ Other _____

ASSESSMENT:

- ☐ Intake/Screening
☐ 3 mo ☐ 15 mo
☐ 6 mo ☐ 18 mo
☐ 9 mo ☐ 21 mo
☐ 12 mo ☐ 24 mo
☐ Exit from Services
☐ Change in Intensity of Service
☐ Other _____

SOURCES OF INFORMATION (check all that apply):

- ☐ In-Person Contact with:
☐ Parent
☐ Youth
☐ School Personnel
☐ Foster (or surrogate) Parent
☐ Juvenile Justice, Police
☐ Social Welfare (Services)
☐ Mental Health Worker
☐ Public Health Worker
☐ Other _____
- ☐ Telephone Contact with:
☐ Parent
☐ Youth
☐ School Personnel
☐ Foster (or surrogate) Parent
☐ Juvenile Justice, Police
☐ Social Welfare (Services)
☐ Mental Health Worker
☐ Public Health Worker
☐ Other _____
- ☐ Review of Documents:
☐ School
☐ Juvenile Justice, Police
☐ Social Welfare (Services)
☐ Mental Health
☐ Public Health
☐ Other _____

ETHNIC GROUP (check all that apply):

- ☐ African-American
☐ Asian/Pacific Islander
☐ Hispanic
☐ Native American
☐ White
☐ Other _____

YOUTH'S CAREGIVER(S)

(check all that apply):

- ☐ Biological Mother
☐ Biological Father
☐ Stepmother
☐ Stepfather
☐ Adoptive Mother
☐ Adoptive Father
☐ Grandparent
☐ Caregiver's Live-In Friend
☐ Other _____

YOUTH'S LIVING ARRANGEMENT and

RESIDENTIAL PLACEMENT (check all that apply):

- ☐ Family Home (with parent or legal guardian)
☐ Private Home with Other Relatives
☐ Private Home with Non-Relatives
☐ Out of Home
☐ Regular Foster Care
☐ Therapeutic Foster Care
☐ Group Home
☐ Psychiatric Group Home
☐ Psychiatric Inpatient
☐ Residential Treatment Center
☐ Drug and/or Alcohol Program
☐ Juvenile Detention/Jail/Correctional
☐ Youth Crisis Residential
☐ Other Residential Setting _____
☐ Other _____
☐ Unknown _____

SERVICES RECEIVED SINCE LAST RATING -

Other than Residential (check all that apply):

- ☐ Outpatient
☐ Evaluation, Assessment, Diagnosis
☐ Medical Monitoring
☐ Individual Therapy
☐ Group Therapy
☐ Family/Parental/Marital Therapy
☐ Alcohol/Drug Therapy
☐ Other Outpatient _____
☐ Intensive Community-Based Services
☐ Day Treatment/Partial Hospitalization
☐ Home-Based Services
☐ Wraparound Services
☐ Respite Services
☐ Crisis-Stabilization
☐ Other Community-Based _____
☐ Case Management
☐ None
☐ Unknown _____

PSYCHIATRIC MEDICATIONS RECEIVED (check all that apply):

- ☐ Stimulant (e.g., ritalin)
☐ Anti-depressant
☐ Anti-psychotic
☐ Other _____
☐ None
☐ Unknown _____

YOUTH'S LOCATION(S)

(check all that apply):

- ☐ Living Within Community
☐ Living Outside Community
☐ Unknown _____

ENROLLED IN SCHOOL:

- ☐ Yes
☐ No

HAS JOB:

- ☐ Yes
☐ No

INSTRUCTIONS: Refer to the Self-Training Manual. Be sure to rate the youth's most SEVERE level of dysfunction for the time period specified above (e.g., the last month). The CAFAS is designed as a measure of functional status and should not be used as the sole criterion for determining any clinical decision, including need or eligibility for services, intensity of services, or dangerousness to self/others.

5 Scales

CAFAS SCORING SUMMARY

Youth's Functioning

ROLE PERFORMANCE
 (highest of subscale scores)
 SCHOOL/WORK
 HOME
 COMMUNITY

BEHAVIOR TOWARD OTHERS

MOODS/SELF-HARM
 (higher of subscale scores)

MOODS/EMOTIONS
 SELF-HARMFUL BEHAVIOR

SUBSTANCE USE

THINKING

TOTAL FOR YOUTH based on 5 Scales

TOTAL FOR YOUTH based on 8 Scales

8 Scales

CAFAS SCORING SUMMARY

Primary Caregiver Resources

MATERIAL NEEDS

FAMILY/SOCIAL SUPPORT

RISK BEHAVIORS: Items endorsed which suggest risk to youth or others

- ☐ Self-Harm: Moods 119; Self-Harm 142-148
☐ Aggression: School 3-4; Home 43; Community 68; Behavior 89
☐ Sexual Behavior: Community 69, 77; Behavior 90
☐ Firesetting: Community 71, 78

LEVELS OF OVERALL DYSFUNCTION BASED ON THE YOUTH'S TOTAL SCORE FOR 5 SCALES:

- ☐ 0-10 Youth exhibits no or minimal impairment.
☐ 20-30 Youth likely can be treated on an outpatient basis, provided that risk behaviors are not present.
☐ 40-70 Youth may need care which is more intensive than outpatient and/or which includes multiple sources of supportive care.
☐ 80 & higher Youth likely needs intensive treatment, the form of which would be shaped by the presence of risk factors and the resources available within the family and the community

6-11

CAFAS PROFILE : YOUTH'S FUNCTIONING

Youth's Name _____ Date _____ Site _____ ID# _____ Rater _____

Level of Impairment	Role Performance: School/Work	Role Performance: Home	Role Performance: Community	Behavior Toward Others	Moods/ Self-Harm: Moods/ Emotions	Moods/ Self-Harm: Self-Harmful Behavior	Substance Use	Thinking
SEVERE 30	1 2 3 4 5 6 7 8 9 10 11	41 42 43 44 45 46 47 48 49 50	66 67 68 69 70 71 72	88 89 90 91 92	116 117 118 119 120	142 143 144 145	154 155 156 157 158 159 160 161 162 163 164	182 183 184 185 186
MODERATE 20	12 13 14 15 16 17 18 19 20 21	51 52 53 54 55 56	73 74 75 76 77 78 79	93 94 95 96 97 98 99 100 101 102	121 122 123 124 125 126 127	146 147 148	165 166 167 168 169 170 171	187 188 189 190 191 192
MILD 10	22 23 24 25 26 27	57 58 59 60 61	80 81 82 83	103 104 105 106 107 108 109 110	128 129 130 131 132 133 134 135	149 150	172 173 174 175	193 194 195 196 197
MINIMAL/NO 0	28 29 30 31 32 33 34 35 36 37 38 39	62 63 64	84 85 86	111 112 113 114	136 137 138 139 140	151 152	176 177 178 179 180	198 199
COULD NOT SCORE	40	65	87	115	141	153	181	200

For each scale: (1) mark the item number(s) which corresponds to those marked on the CAFAS form, (2) fill in the circle indicating severity level, (3) connect the circles.

	Severe Impairment <i>Severe disruption or incapacitation (30)</i>	Moderate Impairment <i>Major or persistent disruption (20)</i>	Mild Impairment <i>Significant problems or distress (10)</i>	Minimal or No Impairment <i>No disruption of functioning (0)</i>
ROLE PERFORMANCE School/Work Subscale <div style="border: 1px solid black; width: 50px; height: 40px; margin: 10px auto;"></div>	001 Out of job or school due to behavior (e.g., asked to leave or refuses to attend). 002 Expelled or equivalent from school. 003 Judged to be a threat to others because of aggressive potential (i.e., resulting from youth's actions or statements); monitoring or supervision needed. 004 Harmed or made serious threat to hurt a teacher/peer/co-worker/supervisor. 005 Unable to meet minimum requirements for behavior in classroom (either in regular or specialized classroom in public school or equivalent) without special accommodations. 006 Chronic truancy resulting in negative consequences (e.g., loss of course credit, failing courses or tests, parents notified). 007 Chronic absences, other than truancy, resulting in negative consequences (e.g., loss of course credit, failing courses or tests, parents notified). 008 Disruptive behavior, related to poor attention or high activity level, persists despite the youth having been placed in a special learning environment or receiving a specialized program or treatment. 009 Failing all or most classes. 010 Dropped out of school and holds no job.	012 Non-compliant behavior which results in persistent or repeated disruption of group functioning or becomes known to authority figures other than classroom teacher (e.g., principal) because of severity and/or chronicity. 013 Inappropriate behavior which results in persistent or repeated disruption of group functioning or becomes known to authority figures other than classroom teacher (e.g., principal) because of severity and/or chronicity. 014 Frequently truant (i.e., approximately once every two weeks or for several consecutive days). 015 Frequent absences from school (i.e., approximately once every two weeks or for several consecutive days) due to impairing behavior and/or excluding truancy or physical illness. 016 At work, missed days or tardiness results in reprimand or equivalent. 017 Behavior is disruptive, related to poor attention or high activity level, resulting in individualized program or specialized treatment being needed or implemented. 018 Receiving a reprimand, warning, or equivalent at work. 019 Grade average is lower than "C" and is not due to lack of ability or any mental or physical disabilities. 020 Failing at least half of courses and this is not due to lack of ability or any mental or physical disabilities.	022 Non-compliant behavior results in teacher or immediate supervisor bringing attention to problems or structuring youth's activities so as to avoid predictable difficulties, more than other youth. 023 Inappropriate behavior results in teacher or immediate supervisor bringing attention to problems or structuring youth's activities so as to avoid predictable difficulties, more than other youth. 024 Occasionally disobeys school rules, with no harm to others or to property, more than other youth. 025 Problems in school, related to poor attention or high activity level, are present but are not disruptive to the classroom (can be managed in the regular classroom, with the youth able to achieve satisfactorily). 026 School/work productivity is less than expected for abilities due to failure to execute assignments correctly, complete work, hand in work on time, etc.	028 Reasonably comfortable and competent in relevant roles. 029 Minor problems satisfactorily resolved. 030 Functions satisfactorily even with distractions. 031 School grades are average or above. 032 Schoolwork is commensurate with ability and youth is mentally retarded. 033 Schoolwork is commensurate with ability and youth is learning disabled. 034 Schoolwork is commensurate with ability and youth is a slow learner. 035 Schoolwork is commensurate with ability and youth has a learning impairment due to maternal alcohol or drug use. 036 In a mostly vocational program and doing satisfactorily. 037 Graduated from high school or received GED. 038 Dropped out of school and is working at a job or is actively looking for a job.
	011 EXCEPTION	021 EXCEPTION	027 EXCEPTION	039 EXCEPTION
Explanation:	COULD NOT SCORE: 040			

	Severe Impairment Severe disruption or incapacitation (30)	Moderate Impairment Major or persistent disruption (20)	Mild Impairment Significant problems or distress (10)	Minimal or No Impairment No disruption of functioning (0)
ROLE PERFORMANCE Home Subscale <div style="border: 1px solid black; width: 50px; height: 40px; margin: 10px auto;"></div>	041 Not in the home due to behavior in the home (if youth were in the home, extensive management by others would be required in order for youth to be maintained in the home). 042 Extensive management by others required in order to be maintained in the home. 043 Deliberate and serious threats of physical harm to household members. 044 Repeated acts of intimidation toward household members. 045 Behavior and activities are beyond caregiver's influence almost all the time (i.e., serious and repeated violations of expectations and rules, such as curfew). 046 Behavior and activities have to be constantly monitored in order to ensure safety in the home. 047 Supervision of youth required, which does or would interfere with caregiver's ability to work or carry out other roles. 048 Run away from home overnight more than once, or once for an extended time, and whereabouts unknown to caregiver. 049 Deliberate and severe damage to property in the home (e.g., home structure, grounds, furnishings).	051 Persistent failure to comply with reasonable rules and expectations within the home (e.g., bedtime, curfew); active defiance much of the time. 052 Frequent use of profane, vulgar, or curse words to household members. 053 Repeated irresponsible behavior in the home is potentially dangerous (e.g., leaves stove on). 054 Run away from home overnight and likely whereabouts are known to caregivers, such as friend's home. 055 Deliberate damage to the home	057 Frequently fails to comply with reasonable rules and expectations within the home. 058 Has to be "watched" or prodded in order to get him/her to do chores or comply with requests. 059 Frequently "balks" or resists routines, chores, or following instructions, but will comply if caregiver insists. 060 Frequently engages in behaviors which are intentionally frustrating or annoying to caregiver (e.g., taunting siblings, purposeful dawdling).	062 Typically complies with reasonable rules and expectations within the home. 063 Minor problems satisfactorily resolved.
	050 EXCEPTION	056 EXCEPTION	061 EXCEPTION	064 EXCEPTION
Explanation: COULD NOT SCORE: 065				

		Severe Impairment <i>Severe disruption or incapacitation (30)</i>	Moderate Impairment <i>Major or persistent disruption (20)</i>	Mild Impairment <i>Significant problems or distress (10)</i>	Minimal or No Impairment <i>No disruption of functioning (0)</i>
ROLE PERFORMANCE Community Subscale <input type="checkbox"/>	066 Confined related to behavior which seriously violated the law (e.g., stealing involving confrontation of a victim, auto theft, robbery, mugging, purse snatching, fraud, dealing or carrying drugs, break-ins, rape, murder, drive-by shooting). 067 Substantial evidence of, or convicted of, serious violation of the law (e.g., stealing involving confrontation of a victim, auto theft, robbery, mugging, purse snatching, fraud, dealing or carrying drugs, break-ins, rape, murder, drive-by shooting). 068 Involvement with legal system (or became a ward of the state or hospitalized) because of physically assaultive behavior or threatening with a weapon. 069 Involvement with legal system (or became a ward of the state or hospitalized) because of sexually assaultive behavior or inappropriate sexual behavior. 070 Deliberate and severe damage of property <u>outside</u> the home (e.g., school, cars, buildings). 071 Deliberate firesetting with malicious intent.	073 Serious and/or repeated delinquent behavior (e.g., stealing without confronting a victim as in shoplifting, vandalism, defacing property, taking a car for a joyride). 074 On probation or under court supervision for an offense which occurred during the last 3 months. 075 On probation or under court supervision for an offense which occurred prior to the most recent 3 month period. 076 Currently at risk of confinement because of frequent or serious violations of the law. 077 Has been sexually inappropriate such that adults have concern about the welfare of other children who may be around the youth unsupervised. 078 Repeatedly and intentionally plays with fire such that damage to property or person could result.	080 Minor legal violations (e.g., minor driving violations, unruly conduct such that complaint was made, trespassing onto neighbor's property, or harassing neighbor). 081 Single incidents (e.g., defacing property, vandalism, shoplifting). 082 Plays with fire on more than one occasion.	084 Youth does not negatively impact on the community. 085 Typically able to resolve minor problems.	
	072 EXCEPTION	079 EXCEPTION	083 EXCEPTION	086 EXCEPTION	
	Explanation:				COULD NOT SCORE: 087

	Severe Impairment <i>Severe disruption or incapacitation</i> (30)	Moderate Impairment <i>Major or persistent disruption</i> (20)	Mild Impairment <i>Significant problems or distress</i> (10)	Minimal or No Impairment <i>No disruption of functioning</i> (0)
BEHAVIOR TOWARD OTHERS <div style="border: 1px solid black; width: 50px; height: 40px; margin: 10px auto;"></div>	<p>088 Behavior consistently bizarre or extremely odd.</p> <p>089 Behavior so disruptive or dangerous that harm to others is likely (e.g., hurts or tries to hurt others, such as hitting, biting, throwing things at others, using or threatening to use a weapon or dangerous object).</p> <p>090 Attempted or accomplished sexual assault or abuse of another person (e.g., used force, verbal threats or toward younger youth, intimidation or persuasion).</p> <p>091 Deliberately and severely cruel to animals.</p>	<p>093 Behavior frequently/typically inappropriate and causes problems for self or others (e.g., fighting, belligerence, promiscuity).</p> <p>094 Inappropriate sexual behavior in the presence of others or directed toward others.</p> <p>095 Spiteful and/or vindictive (e.g., deliberately and persistently annoying to others, intentionally damaging personal belongings of others).</p> <p>096 Poor judgment or impulsive behavior resulting in dangerous or risky activities that could lead to injury or getting into trouble.</p> <p>097 Frequent display of anger toward others; angry outbursts.</p> <p>098 Frequently mean to other people or animals.</p> <p>099 Predominantly relates to others in an exploitative or manipulative manner (e.g., uses/cons others).</p> <p>100 Involved in gang-like activities in which others are harassed, bullied, intimidated, etc.</p> <p>101 Persistent problems/difficulties in relating to peers due to antagonizing behaviors (e.g., threatens, shoves).</p>	<p>103 Unusually quarrelsome, argumentative, or annoying to others.</p> <p>104 Poor judgment or impulsive behavior that is age-inappropriate and causes inconvenience to others.</p> <p>105 Upset (e.g., temper tantrum) if cannot have or do something immediately, if frustrated, or if criticized.</p> <p>106 Easily annoyed by others and responds more strongly than other children; quick tempered.</p> <p>107 Does not engage in typical peer recreational activities because of tendency to be ignored or rejected by peers.</p> <p>108 Difficulties in peer interactions or in making friends due to negative behavior (e.g., teasing, ridiculing, picking on others).</p> <p>109 Immature behavior leads to poor relations with same-age peers or to having friends who are predominantly younger.</p>	<p>111 Relates satisfactorily to others.</p> <p>112 Is able to establish and sustain a normal range of age-appropriate relationships.</p> <p>113 Occasional disagreements are resolved reasonably.</p>
	092 EXCEPTION	102 EXCEPTION	110 EXCEPTION	114 EXCEPTION
Explanation:				COULD NOT SCORE: 115

	Severe Impairment <i>Severe disruption or incapacitation</i> (30)	Moderate Impairment <i>Major or persistent disruption</i> (20)	Mild Impairment <i>Significant problems or distress</i> (10)	Minimal or No Impairment <i>No disruption of functioning</i> (0)
MOODS/ SELF-HARM Moods/Emotions Subscale (Emotions = anxiety, depression, moodiness, fear, worry, irritability, tenseness, panic, anhedonia) <input type="checkbox"/>	116 Viewed as odd or strange because emotional responses are incongruous (unreasonable, excessive) most of the time. 117 Fears, worries, or anxieties result in poor attendance at school (i.e., absent for at least one day per week on average) or marked social withdrawal (will not leave the home to visit with friends). 118 Depression is associated with academic incapacitation (i.e., absent at least one day a week on average, or made to attend school, does not do work) or social incapacitation (i.e., isolates self from friends). 119 Depression is accompanied by suicidal intent (i.e., really wants to die).	121 Marked changes in moods that are generally intense and abrupt. 122 Depressed mood or sadness is persistent (i.e., at least half of the time), with disturbance in functioning in at least one of the following areas: sleeping, eating, concentration, energy level, or normal activities. If only irritability or anhedonia (i.e., marked diminished interest or pleasure in typical activities) is present, there should be disturbance in two or more areas. 123 Youth worries excessively (i.e., out of proportion) and persistently (i.e., at least half of the time) with disturbance in functioning manifested by at least one of the following: sleep problems, tiredness, poor concentration, irritability, muscle tension, or feeling " keyed up". 124 Fears, worries, or anxieties result in the youth expressing marked distress upon being away from the home or parent figures; however, the youth is able to go to school or engage in some social activities. 125 School-age children require special accommodations because of worries or anxieties (e.g., sleeping near parents, calling home). 126 Emotional blunting (i.e., no or few signs of emotional expression; emotional expression is markedly flat).	128 Often anxious, fearful, or sad, with some related symptom present (e.g., nightmares, stomachaches). 129 Disproportionate expression of irritability, fear, or worries. 130 Very self-critical, low self-esteem, feelings of worthlessness. 131 Easily distressed if makes mistakes. 132 Sad, withdrawn, hurt, or anxious if criticized. 133 Sad (or depressed or anhedonic) or anxious in at least one setting for up to a few days at a time. 134 Notable emotional restriction (e.g., has difficulty expressing strong emotions such as fear, hate, love).	136 Feels normal distress, but daily life is not disrupted. 137 Considers self to be an "OK" person. 138 Can express strong emotions appropriately. 139 Experience of sadness and anxiety are age-appropriate.
	120 EXCEPTION	127 EXCEPTION	135 EXCEPTION	140 EXCEPTION
Explanation: _____ COULD NOT SCORE: 141				

MOODS/ SELF-HARM Self-Harmful Behavior Subscale <input type="checkbox"/>	142 Non-accidental self-destructive behavior has resulted in or could result in serious self-injury or self-harm (e.g., suicide attempt with intent to die, self-starvation). 143 Seemingly non-intentional self-destructive behavior has resulted in or could likely result in serious self-injury (e.g., runs out in the path of a car, opens car door in moving vehicle), and youth is aware of the danger. 144 Has a clear plan to hurt self, or really wants to die.	146 Non-accidental self-harm, mutilation, or injury which is not life-threatening but not trivial (e.g., suicidal gestures or behavior without intent to die, superficial razor cuts). 147 Talks or repeatedly thinks about harming self, killing self, or wanting to die.	149 Repeated non-accidental behavior suggesting self-harm, yet the behavior is very unlikely to cause any serious injury (e.g., repeatedly pinching self or scratching skin with a dull object).	151 Behavior is not indicative of tendencies toward self-harm.
	145 EXCEPTION	148 EXCEPTION	150 EXCEPTION	152 EXCEPTION
Explanation: _____ COULD NOT SCORE: 153				

	Severe Impairment <i>Severe disruption or incapacitation</i> (30)	Moderate Impairment <i>Major or persistent disruption</i> (20)	Mild Impairment <i>Significant problems or distress</i> (10)	Minimal or No Impairment <i>No disruption of functioning</i> (0)
SUBSTANCE USE (Substances = alcohol or drugs) <input type="checkbox"/>	THESE ITEMS APPLY TO YOUTH OF ALL AGES			
	154 Lifestyle centers on acquisition and use (e.g., preoccupied with thoughts or urges to use substances, cravings for substances, uses in the morning). 155 Dependent on continuing use to maintain functioning (e.g., likely to experience withdrawal symptoms such as feeling sick, headaches, nausea, vomiting, shaking, etc.) 156 Failing or expelled from school related to effects of usage. 157 Fired or losing job related to effects of usage. 158 Frequently intoxicated or high (e.g., more than two times a week). 159 Use of substances results in serious negative consequences (e.g., injured, doing illegal acts, failing classes, experiencing physical health problems). 160 Is pregnant or is a parent and is a drug user. 161 Is pregnant or is a parent and gets drunk or routinely uses alcohol. 162 Has blackouts, drinks alone, or cannot stop drinking once started.	165 Uses in such a way as to interfere with functioning (e.g., job, school, driving) in spite of potential serious consequences (e.g., traffic violations, work or school absences or tardiness, misses out on activities, uses on school days or before work/school). 166 Gets into trouble because of usage (e.g., argues, fights with family or friends, in accident, trouble with teachers, picked up by police, breaks rules, misses curfew). 167 Behavior potentially endangers self or others because of usage (e.g., injury vulnerable to date rape). 168 Friendships change to mostly substance users. 169 High or intoxicated once a week.	172 Infrequent excess and only without serious consequences. 173 Regular usage (e.g., once a week) but without intoxication or being obviously high.	176 No use of substances. 177 Substance use is denied; unable to confirm. 178 Has only "tried" them; does not use them. 179 Occasional use with no negative consequences.
	IF YOUTH IS 12 OR YOUNGER, USE THESE ADDITIONAL ITEMS			
	163 For 12 years or younger, uses regularly (once a week or more).	170 For 12 years or younger, occasional use without intoxication and without becoming obviously high.	174 For 12 years or younger, has used substances more than once.	
	164 EXCEPTION	171 EXCEPTION	175 EXCEPTION	180 EXCEPTION
Explanation:			COULD NOT SCORE: 181	

	Severe Impairment Severe disruption or incapacitation (30)	Moderate Impairment Major or persistent disruption (20)	Mild Impairment Significant problems or distress (10)	Minimal or No Impairment No disruption of functioning (0)
THINKING <div></div>	<p>CANNOT ATTEND A NORMAL SCHOOL CLASSROOM, DOES NOT HAVE NORMAL FRIENDSHIPS, AND CANNOT INTERACT ADEQUATELY IN THE COMMUNITY DUE TO ANY OF THE FOLLOWING:</p> <p>182 Communications which are impossible or extremely difficult to understand due to incoherent thought or language (e.g., loosening of associations, flight of ideas).</p> <p>183 Speech or nonverbal behavior is extremely odd and is noncommunicative (e.g., echolalia, idiosyncratic language).</p> <p>184 Strange or bizarre behavior due to frequent and/or disruptive delusions or hallucinations; can't distinguish fantasy from reality.</p> <p>185 Pattern of short-term memory loss/disorientation to time or place most of the time.</p>	<p>FREQUENT DIFFICULTY IN COMMUNICATION OR BEHAVIOR, OR SPECIALIZED SETTING OR SUPERVISION NEEDED DUE TO ANY OF THE FOLLOWING:</p> <p>187 Communications do not "flow," are irrelevant, or disorganized (i.e., more than other children of the same age).</p> <p>188 Frequent distortion of thinking (obsessions, suspicions).</p> <p>189 Intermittent hallucinations that interfere with normal functioning.</p> <p>190 Frequent, marked confusion or evidence of short-term memory loss.</p> <p>191 Preoccupying cognitions or fantasies with bizarre, odd, or gross themes.</p>	<p>OCCASIONAL DIFFICULTY IN COMMUNICATIONS, IN BEHAVIOR, OR IN INTERACTIONS WITH OTHERS DUE TO ANY OF THE FOLLOWING:</p> <p>193 Eccentric or odd speech (e.g., impoverished, digressive, vague).</p> <p>194 Thought distortions (e.g., obsessions, suspicions).</p> <p>195 Expression of odd beliefs or, if older than eight years old, magical thinking.</p> <p>196 Unusual perceptual experiences not qualifying as pathological hallucinations.</p>	<p>198 Thought, as reflected by communication, is not disordered or eccentric.</p>
	186 EXCEPTION	192 EXCEPTION	197 EXCEPTION	199 EXCEPTION
Explanation:				COULD NOT SCORE: 200

RECORD ADDITIONAL COMMENTS, CONCERNS, QUESTIONS, OR EXPLANATIONS HERE:

Caregiver Being Rated Relationship to Child ID # Informant Youth Placement Rater Date Adm #

	Severe Impairment <i>Severe disruption or incapacitation</i> (30)	Moderate Impairment <i>Major or persistent disruption</i> (20)	Mild Impairment <i>Significant problems or distress</i> (10)	Minimal or No Impairment <i>No disruption of functioning</i> (0)
CAREGIVER RESOURCES Material Needs Subscale <input type="checkbox"/>	201 Youth's needs for food, clothing, housing, medical attention, or neighborhood safety are not being met such that severe risk to health or welfare of youth is likely.	203 Frequent negative impact on youth's functioning <u>OR</u> a major disruption in the youth's functioning due to youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	205 Occasional negative impact on the youth's functioning due to the youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	207 Basic material needs are arranged for or adequately met so that there is no disruption in the youth's functioning. 208 Able to use community resources as needed.
	202 EXCEPTION	204 EXCEPTION	206 EXCEPTION	209 EXCEPTION

Explanation:

COULD NOT SCORE: 210

CAREGIVER RESOURCES Family/Social Support Subscale <input type="checkbox"/>	211 Sociofamilial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands. 212 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.). 213 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home. 214 Youth is subjected to sexual abuse in the home by a caregiver. 215 Youth is subjected to physical abuse or neglect in the home by a caregiver. 216 Caregiver "kicks" youth out of the home, without trying to make other living arrangements. 217 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect. 218 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized. 219 Severe or frequent domestic violence takes place in the home. 220 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.	222 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources. 223 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition). 224 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.). 225 Family members are insensitive, angry and/or resentful to the youth. 226 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends). 227 Failure of caregiver to provide emotional support to youth who has been traumatized or abused. 228 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.	230 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy. 231 Frequent family arguments and/or misunderstandings resulting in bad feelings. 232 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity. 233 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.	235 Family is sufficiently warm, secure, and sensitive to the youth's major needs. 236 Parental supervision is adequate. 237 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.
	221 EXCEPTION	229 EXCEPTION	234 EXCEPTION	238 EXCEPTION

Explanation:

COULD NOT SCORE: 239

6-20

CAREGIVER BEING RATED: NON-CUSTODIAL FAMILY OR PARENT NOT LIVING IN YOUTH'S HOME

Youth's Name _____ ID# _____

Caregiver Being Rated	Relationship to Child	ID #	Informant	Youth Placement	Rater	Date	Adm #
	Severe Impairment Severe disruption or incapacitation (30)		Moderate Impairment Major or persistent disruption (20)		Mild Impairment Significant problems or distress (10)		Minimal or No Impairment No disruption of functioning (0)
CAREGIVER RESOURCES Material Needs Subscale <input type="checkbox"/>	240 Youth's needs for food, clothing, housing, medical attention, or neighborhood safety are not being met such that severe risk to health or welfare of youth is likely.		242 Frequent negative impact on youth's functioning OR a major disruption in the youth's functioning due to youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.		244 Occasional negative impact on the youth's functioning due to the youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.		246 Basic material needs are arranged for or adequately met so that there is no disruption in the youth's functioning. 247 Able to use community resources as needed.
	241 EXCEPTION		243 EXCEPTION		245 EXCEPTION		248 EXCEPTION
Explanation:							
CAREGIVER RESOURCES Family/Social Support Subscale <input type="checkbox"/>	250 Sociofamilial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands.		261 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources.		269 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy.		274 Family is sufficiently warm, secure and sensitive to the youth's major needs.
	251 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.).		262 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition).		270 Frequent family arguments and/or misunderstandings resulting in bad feelings.		275 Parental supervision is adequate.
	252 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home.		263 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.).		271 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity.		276 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.
	253 Youth is subjected to sexual abuse in the home by a caregiver.		264 Family members are insensitive, angry and/or resentful to the youth.		272 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.		
	254 Youth is subjected to physical abuse or neglect in the home by a caregiver.		265 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends).				
	255 Caregiver "kicks" youth out of the home, without trying to make other living arrangements.		266 Failure of caregiver to provide emotional support to youth who has been traumatized or abused.				
	256 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect.		267 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.				
	257 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized.						
	258 Severe or frequent domestic violence takes place in the home.						
	259 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.						
	260 EXCEPTION		268 EXCEPTION		273 EXCEPTION		277 EXCEPTION
Explanation:							
COULD NOT SCORE: 278							

6-21

[illegible]

CAREGIVER RESOURCES			
Family/Social Support Subscale			
<p>289 Social/familial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands.</p> <p>290 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.).</p> <p>291 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home.</p> <p>292 Youth is subjected to sexual abuse in the home by a caregiver.</p> <p>293 Youth is subjected to physical abuse or neglect in the home by a caregiver.</p> <p>294 Caregiver "kicks" youth out of the home, without trying to make other living arrangements.</p> <p>295 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect.</p> <p>296 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized.</p> <p>297 Severe or frequent domestic violence takes place in the home.</p> <p>298 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.</p>	<p>300 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources.</p> <p>301 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition).</p> <p>302 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.).</p> <p>303 Family members are insensitive, angry and/or resentful to the youth.</p> <p>304 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends).</p> <p>305 Failure of caregiver to provide emotional support to youth who has been traumatized or abused.</p> <p>306 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.</p>	<p>308 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy.</p> <p>309 Frequent family arguments and/or misunderstandings resulting in bad feelings.</p> <p>310 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity.</p> <p>311 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.</p>	<p>313 Family is sufficiently warm, secure, and sensitive to the youth's major needs.</p> <p>314 Parental supervision is adequate.</p> <p>315 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.</p>
299 EXCEPTION	307 EXCEPTION	312 EXCEPTION	316 EXCEPTION

Explanation:

COULD NOT SCORE: 317

PERFORMANCE OUTCOME PROJECT

Scale to Assess Restrictions of Educational Settings (SARES)

INSTRUCTIONS: Choose one category that best describes the client's current educational setting and one category that best describes the child's predominant educational setting in the past 12 months.

Current Ed. Setting Predominant Ed. Setting

Exhibit F

- ☐ Regular Classroom
regular education program with standard educational services typical of those received by all regular education students
- ☐ Regular Classroom with Consultation Services
regular education program with supportive services to staff (e.g., consultation with teacher to modify curricular content and/or educational methodology)
- ☐ Regular Classroom with In-Class Resource Services
regular classroom with support services for teacher and related services and/or special ed. instructional services for the student
- ☐ Regular Classroom with Out-of-Class Resource Services
homeroom or primary placement in regular classroom, support services for regular classroom teacher, related services and/or special ed. instructional services provided for the student outside the regular classroom (i.e. resource room)
- ☐ Special Education Classroom (less than 50% of school day)
homeroom or primary placement but less than 50% of instruction/service in special education classroom
- ☐ Special Education Classroom (50-90%)
homeroom or primary placement and 50% to 99% of instruction/service in special education classroom
- ☐ Special Education Classroom (100% of school day)
full-time special education class in a regular school building
- ☐ Alternative School (on campus)
full-time special education class in a special public day school contained within a separate wing or annex of a regular school building
- ☐ Alternative School (off-campus)
full-time special education class in special public day school that is free-standing
- ☐ Public Extended Day Treatment School
full-time special education program with extended hours (minimum of 8 hours per day) all under the auspices of public schools
- ☐ Day Treatment School
(a) full-time special ed. program provided by public schools with additional services provided in conjunction with other child-serving agencies (b) blend of educational services and clinical services provided by one or more private providers
- ☐ Private Extended Day Treatment Program
full-time special education program with extended hours (minimum of 8 hours per day) all under the auspices of a private service provider
- ☐ Private Special School Placement
full-time special education placement in a free-standing program not administered by public schools
- ☐ Home-based Instruction
special education services provided to student exclusively in the home - no attendance at any other school, public or private
- ☐ Public Residential School
residential and educational components may be separate facilities but the educational component is always operated by the public schools - the residential component may be provided by public or private entities
- ☐ Private Residential School
residential and educational components operated by private entities
- ☐ Psychiatric Hospital-Based Instruction
academic instruction provided as part of in-patient psychiatric hospitalization program; public or private
- ☐ Correctional Facility
full-time instruction in a state, county or municipal detention center or jail

Client ID Number	Today's Date	Time Frame - CHOOSE ONE -	Year of Care	Reporting Unit
<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
0000000000	0 00 00 0000	<input type="radio"/> Entry/Intake	<input type="radio"/> 01 <input type="radio"/> 09	0 000000
0000000000	1 00 00 0000	<input type="radio"/> Six Months	<input type="radio"/> 02 <input type="radio"/> 10	1 000000
0000000000	2 00 00 0000	Annual (enter year)	<input type="radio"/> 03 <input type="radio"/> 11	2 000000
0000000000	3 00 00 0000		<input type="radio"/> 04 <input type="radio"/> 12	3 000000
0000000000	4 00 00 0000	<input type="radio"/> Exit/Discharge	<input type="radio"/> 05 <input type="radio"/> 13	4 000000
0000000000	5 00 00 0000		<input type="radio"/> 06 <input type="radio"/> 14	5 000000
0000000000	6 00 00 0000		<input type="radio"/> 07 <input type="radio"/> 15	6 000000
0000000000	7 00 00 0000		<input type="radio"/> 08 <input type="radio"/> 16	7 000000
0000000000	8 00 00 0000			8 000000
0000000000	9 00 00 0000			9 000000

9623



26207

Youth Services Survey for Families (YSS-F)

Client Name: _____

Exhibit G

ENG FAMILY

County Code	Youth's CSI Client Number	Youth's Social Security Number	Youth's Date of Birth	Youth's Ethnic Group
0 0 0	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	<input type="radio"/> Caucasian
1 0 0	1 0 0 0 0 0 0 0 0 0	1 0 0 0 0 0 0 0 0 0	1 0 0 0 0 0 0 0	<input type="radio"/> Hispanic
2 0 0	2 0 0 0 0 0 0 0 0 0	2 0 0 0 0 0 0 0 0 0	2 0 0 0 0 0 0 0	<input type="radio"/> African-Amer
3 0 0	3 0 0 0 0 0 0 0 0 0	3 0 0 0 0 0 0 0 0 0	3 0 0 0 0 0 0 0	<input type="radio"/> Asian
4 0 0	4 0 0 0 0 0 0 0 0 0	4 0 0 0 0 0 0 0 0 0	4 0 0 0 0 0 0 0	<input type="radio"/> Other
5 0 0	5 0 0 0 0 0 0 0 0 0	5 0 0 0 0 0 0 0 0 0	5 0 0 0 0 0 0 0	
6 0 0	6 0 0 0 0 0 0 0 0 0	6 0 0 0 0 0 0 0 0 0	6 0 0 0 0 0 0 0	
7 0 0	7 0 0 0 0 0 0 0 0 0	7 0 0 0 0 0 0 0 0 0	7 0 0 0 0 0 0 0	
8 0 0	8 0 0 0 0 0 0 0 0 0	8 0 0 0 0 0 0 0 0 0	8 0 0 0 0 0 0 0	
9 0 0	9 0 0 0 0 0 0 0 0 0	9 0 0 0 0 0 0 0 0 0	9 0 0 0 0 0 0 0	

Please help our agency make services better by answering some questions about the services you received OVER THE LAST 6 MONTHS. Your answers are confidential and will not influence current or future services you receive. Please indicate if you Strongly Disagree, Disagree, Are Undecided, Agree, or Strongly Agree with each of the statements below.

For each survey item below, please fill in the circle that corresponds to your choice.

Please fill in the circle completely.

Example: Correct ☒ Incorrect ☒

	Strongly Disagree	Disagree	Undecided	Agree	Strongly Agree
1. Overall, I am satisfied with the services my child received.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I helped to choose my child's services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I helped to choose my child's treatment goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The people helping my child stuck with us no matter what.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I felt my child had someone to talk to when s/he was troubled.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I participated in my child's treatment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The services my child and/or family received were right for us.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The location of services was convenient for us.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Services were available at times that were convenient for us.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. My family got the help we wanted for my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. My family got as much help as we needed for my child.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Staff treated me with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Staff respected my family's religious / spiritual beliefs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Staff spoke with me in a way that I understood.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Staff were sensitive to my cultural / ethnic background.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
As a result of the services my child or family received:					
16. My child is better at handling daily life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. My child gets along better with family members.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. My child gets along better with friends and other people.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. My child is doing better in school and/or work.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. My child is better able to cope when things go wrong.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. I am satisfied with our family life right now.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

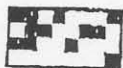
Molly Brunk, 1999. This instrument was developed as part of the State Indicator Project funded by the Center for Mental Health Services (CMHS). It was adapted from the Family Satisfaction Questionnaire used with the CMHS Comprehensive Community Mental Services for Children and their Families Program and the MHSIP Consumer Survey.

Youth Services Survey (YSS)

for youth ages 12-18

Client Name: _____

ENG YOUTH



26312

County Code	Youth's CSI Client Number	Youth's Social Security Number	Youth's Date of Birth	Youth's Ethnic Group
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Caucasian <input type="radio"/> Hispanic <input type="radio"/> African-Amer <input type="radio"/> Asian <input type="radio"/> Other
0 <input type="radio"/>	0 <input type="radio"/>	0 <input type="radio"/>	0 <input type="radio"/>	
1 <input type="radio"/>	1 <input type="radio"/>	1 <input type="radio"/>	1 <input type="radio"/>	
2 <input type="radio"/>	2 <input type="radio"/>	2 <input type="radio"/>	2 <input type="radio"/>	
3 <input type="radio"/>	3 <input type="radio"/>	3 <input type="radio"/>	3 <input type="radio"/>	
4 <input type="radio"/>	4 <input type="radio"/>	4 <input type="radio"/>	4 <input type="radio"/>	
5 <input type="radio"/>	5 <input type="radio"/>	5 <input type="radio"/>	5 <input type="radio"/>	
6 <input type="radio"/>	6 <input type="radio"/>	6 <input type="radio"/>	6 <input type="radio"/>	
7 <input type="radio"/>	7 <input type="radio"/>	7 <input type="radio"/>	7 <input type="radio"/>	
8 <input type="radio"/>	8 <input type="radio"/>	8 <input type="radio"/>	8 <input type="radio"/>	
9 <input type="radio"/>	9 <input type="radio"/>	9 <input type="radio"/>	9 <input type="radio"/>	

Please help our agency make services better by answering some questions about the services you received OVER THE LAST 6 MONTHS. Your answers are confidential and will not influence current or future services you receive. Please indicate if you Strongly Disagree, Disagree, Are Undecided, Agree, or Strongly Agree with each of the statements below.

For each survey item below, please fill in the circle that corresponds to your choice.

Please fill in the circle completely.

Example: Correct ☒ Incorrect ☒

	Strongly Disagree	Disagree	Undecided	Agree	Strongly Agree
1. Overall, I am satisfied with the services I received.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I helped to choose my services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I helped to choose my treatment goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The people helping me stuck with me no matter what.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I felt I had someone to talk to when I was troubled.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I participated in my own treatment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. I received services that were right for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The location of services was convenient.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Services were available at times that were convenient for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I got the help I wanted.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. I got as much help as I needed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Staff treated me with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Staff respected my family's religious / spiritual beliefs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Staff spoke with me in a way that I understood.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Staff were sensitive to my cultural / ethnic background.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>As a result of the services I received:</u>					
16. I am better at handling daily life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. I get along better with family members.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. I get along better with friends and other people.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. I am doing better in school and/or work.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. I am better able to cope when things go wrong.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. I am satisfied with my family life right now.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

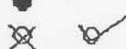
Molly Brunk, 1999. This instrument was developed as part of the State Indicator Project funded by the Center for Mental Health Services (CMHS). It was adapted from the Family Satisfaction Questionnaire used with the CMHS Comprehensive Community Mental Services for Children and their Families Program.

CLIENT EVALUATION OF SERVICES

36725

Shade circles like this: ●

Not like this: ⊗



Please help us improve our program by answering some questions about the services you have received. We are interested in your honest opinions, whether they are positive or negative. Please answer all of the questions. We also welcome your comments and suggestions. Thank you very much, we really appreciate your help.

PLEASE DARKEN THE CIRCLE FOR YOUR ANSWER

1. How would you rate the quality of service you have received?

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

2. Did you get the kind of service you wanted?

- ☐ No, definitely not ☐ No, not really ☐ Yes, generally ☐ Yes, definitely

3. To what extent has our program met your needs?

- ☐ Almost all of my needs have been met ☐ Most of my needs have been met
☐ Only a few of my needs have been met ☐ None of my needs have been met

4. If a friend were in need of similar help, would you recommend our program to him/her?

- ☐ No, definitely not ☐ No, I don't think so ☐ Yes, I think so ☐ Yes, definitely

5. How satisfied are you with the amount of help you have received?

- ☐ Quite dissatisfied ☐ Indifferent or mildly dissatisfied ☐ Mostly satisfied ☐ Very satisfied

6. Have the services you received helped you deal more effectively with your problems?

- ☐ Yes, they helped a great deal ☐ Yes, they helped somewhat
☐ No, they really didn't help ☐ No, they seemed to make things worse

7. In an overall, general sense, how satisfied are you with the service you have received?

- ☐ Very satisfied ☐ Mostly satisfied ☐ Indifferent or mildly dissatisfied ☐ Quite dissatisfied

8. If you were to seek help again, would you come back to our program?

- ☐ No, definitely not ☐ No, I don't think so ☐ Yes, I think so ☐ Yes, definitely

9. How old are you?

10. What is your sex?

- ☐ Male ☐ Female

11. Which of these groups best describes your family origin?

- ☐ Asian/Pacific Is. ☐ African Amer. ☐ Amer. Indian/Alaskan Native ☐ Hispanic/Latino/a ☐ White ☐ Other

Comments:

OFFICE USE

Program Reporting Unit #

7 1 9 6 -

Date Administered :

 / / ☐ C ☐ D

WRAPAROUND APPROACH SERVICES INVOICE

Exhibit B

Address: _____
Agency Name: _____

Date: _____
Invoice #: _____
Billing Month: _____

No.	Child's Name		Place	State Case #	Code For Fed only(F)	Rate Per Month Fed or Non Fed	No. of Days	Amount Billed	Foster Care Placement Cost ⁽³⁾	Net Amount Billed
	Last (a)	First (b)	Type ⁽¹⁾ (c)	(d)	(e)	(f)	(g)	(h)	(i)	j=(h-i)
1	SORT BY NAME		FFA			5,994			DCFS USE	
2					F	2,997				
3										
4		Sample	FFA=Family Foster Agency,							
5			FH= Foster Home							
6			GH=Group Home,							
7			RH=Relative Home							
8										
9	ALL WRAP AGENCIES DATE 03/31/05									
10	FOR NEXT BILLING PLEASE PROVIDE THE PLACEMENT TYPE FOR EACH CASE UNDER COLUMN FOR									
11	PLACE TYPE									
12	ARMEN DCFS Wraparound.									
13										
14										
15										
	TOTAL									

(1) GH=Group Home, FFA=Family Foster Agency, FH= Foster Home, RH=Relative Home

(2) Rate Classification Level

(3) Column to be completed by Finance.

CERTIFICATION:

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By: _____

 Print Name

 Signature

 Approved By: _____

 Print Name (Agency Representative)

 Signature _____ DATE _____

Date: _____
 Phone: _____
 DCFS Program Manager
 Date _____

USE THIS SAMPLE FOR NEXT INVOICE BILLING

County of Los Angeles
Department of Children and Family Services
WRAPAROUND APPROACH SERVICES

EXHIBIT C: ATTACHMENTS

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
 - ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable	100	

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the

account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of

actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five

years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 **SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. **INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 **CASH RECEIPTS**

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 **DISBURSEMENTS**

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC? Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)



No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Krabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



**En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT
NO.

COUNTY PROGRAM DIRECTOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

COUNTY PROGRAM MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

COUNTY CONTRACT PROGRAM MONITOR:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

Vendor Name: A. DATA SOLUTION (AUTOMATED DATA SOLUTION)

Alias:

Debarment Start Date: 3/4/2003 **Debarment End Date:** 3/3/2006

Principal Owners and/or Affiliates: Renee Setero

Vendor Name: ADVANCED BUILDING MAINTENANCE

Alias:

Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008

Principal Owners and/or Affiliates: Michael Sullivan Erlinda Sullivan

Vendor Name: LA INTERNET CORPORATION

Alias: 2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")

Debarment Start Date: 9/9/2003 **Debarment End Date:** 9/8/2006

Principal Owners and/or Affiliates: Albert Reda
Ken Reda
Louis Cherry

Vendor Name: MTS Advanced Corp.

Alias:

Debarment Start Date: 2/8/2005 **Debarment End Date:** 2/7/2008

Principal Owners and/or Affiliates: Emir Khan / Zulaine Hernandez

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203**CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings. The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A Contract where federal or state law or condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies. For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501 (c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Form 14).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St., #2450, Los Angeles, CA 90014, (213) 623-7080, <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment M;
- (b) shall Disclose Protected Health Information to COUNTY upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

- 3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment M.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

EXHIBIT D: REQUIRED FORMS

FORM 1

**ADMINISTRATION OF CONTRACT
PROSPECTIVE CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

PROGRAM MANAGER:

Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Prospective Contractor shall be sent to the following address:

Address: _____

FORM 2

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Bidders/bidders responding to this solicitation must complete and return this form for proper consideration of the Bid/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this Bid/bids submission.

☐ **I AM**

☐ As an eligible Local SBE, I request this Bid/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

FORM 3

**PROSPECTIVE CONTRACTOR'S/OFFEROR'S EQUAL EMPLOYMENT
OPPORTUNITY (EEO) CERTIFICATION**

Prospective Contractor's Name

Business Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROSPECTIVE CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|---------|--------|
| 1. | The prospective contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES [] | NO [] |
| 2. | The prospective contractor periodically conducts a self-analysis or utilization analysis of its work force. | YES [] | NO [] |
| 3. | The prospective contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES [] | NO [] |
| 4. | Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [] | NO [] |

Name of Firm

Print Name and Title

Authorized Signature

Date

FORM 4

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Prospective Contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Prospective Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program and has 1) 10 or fewer employees; 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or a subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000."

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 5

PROSPECTIVE CONTRACTOR EMPLOYEE AND NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I understand that my employer/primary contractor, _____ (i.e., CONTRACTOR) has entered into an Agreement with the County of Los Angeles (i.e., COUNTY) to provide services. As a condition of my being employed by or subcontracted with CONTRACTOR for the provision of these services, I am signing this Contractor Employee and Non-Employee Acknowledgement and Confidentiality Agreement Form. I understand and agree that I am not an employee of COUNTY for any purpose and that I do not have any and will not acquire any rights or benefits from COUNTY as a result of any agreement between CONTRACTOR and COUNTY.

As an employee/subcontractor of CONTRACTOR involved with providing these services, I may have access to confidential information pertaining to clients of DCFS. I understand and agree that any and all information and data, whether written or oral, obtained about DCFS clients or from DCFS clients while performing work pursuant to the Contract between CONTRACTOR and COUNTY is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any unauthorized person. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO COMPLY WITH THESE STATEMENTS.

Signature of Employee

Date

Print Name

Title/Position

FORM 6

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

LIST OF CONTRACTORS FOR WRAPAROUND APPROACH SERVICES

NAME OF AGENCY	SPA	SUPERVISORIAL DISTRICT
Amanecer Community Counseling Service	4	1ST
Associated League of Mexican Americans dba Alma Family Services	7	1ST
Bienvenidos Children's Center, Inc.	7	1ST
	3	5TH
Child & Family Center	2	5TH
Child and Family Guidance Center	2	3RD
	1	5TH
Childnet Youth and Family Services, Inc.	8	4TH
Children's Bureau of Southern California	1	5TH
Children's Institute, Inc.	4	2ND
	8	2ND
	6	4TH
Counseling & Research Associates, Inc. dba Masada Homes	8	2ND

LIST OF CONTRACTORS FOR WRAPAROUND APPROACH SERVICES

NAME OF AGENCY	SPA	SUPERVISORIAL DISTRICT
D'Veal Corporation	3	5TH
Eastfield Ming Quong, Inc. dba EMQ Children and Family Services	4	3RD
	2	TO BE DETERMINED
	3	TO BE DETERMINED
Five Acres - The Boys' and Girls' Aid Society of Los Angeles County	3	5TH
Florence Crittenton Services of Orange County, Inc. dba Crittenton Services for Children and Families	8	4TH
	6	TO BE DETERMINED (Compton)
	3	TO BE DETERMINED (Pomona)
	7	TO BE DETERMINED (Santa Fe Springs)
Foothill Family Service	3	1ST AND 5TH
Gateways Hospital and Mental Health Center	4	1ST
H.V. Group Home, Inc.	8	4TH

LIST OF CONTRACTORS FOR WRAPAROUND APPROACH SERVICES

NAME OF AGENCY	SPA	SUPERVISORIAL DISTRICT
Hamburger Home, Inc. dba Aviva Family and Children's Services	2	3RD
	4	3RD
Hathaway-Sycamores Child and Family Services and Vista Del Mar Child and Family Services (as Connections)	5	2ND
	8	2ND
	4	3RD
	1	5TH
	2	5TH
	3	5TH
	7	5TH
Hillsides	4	1ST
	3	5TH
Institute for Multicultural Counseling & Education Services, Inc.	4	2ND
	2	5TH
Los Angeles Child Guidance	6	2ND

LIST OF CONTRACTORS FOR WRAPAROUND APPROACH SERVICES

NAME OF AGENCY	SPA	SUPERVISORIAL DISTRICT
Olive Crest Treatment Centers, Inc.	7	4TH
	8	4TH
	2	5TH
	3	5TH
Penny Lane Centers	7	1ST
	2	3RD
	1	5TH
Personal Involvement Center	6	2ND
	8	2ND
Portals House, Inc.	4	1ST
	6	2ND
San Fernando Community Mental Health Center, Inc.	2	3RD
San Gabriel Children's Center, Inc.	3	5TH
South Central Health & Rehabilitation Programs	6	2ND

LIST OF CONTRACTORS FOR WRAPAROUND APPROACH SERVICES

NAME OF AGENCY	SPA	SUPERVISORIAL DISTRICT
Special Service for Groups	4	1ST AND 2ND
	6	2ND
	8	4TH
St. Anne's Maternity Home	4	1ST
Starview Children & Family Services, Inc.	4	1ST
	6	2ND
Starview Children & Family Services, Inc.	8	4TH
Tarzana Treatment Centers, Inc.	2	3RD
	1	5TH
The Help Group Child and Family Center	5	2ND
	2	3RD
The Village Family Services	2	3RD

WRAPAROUND PAYMENT AND FUNDING STRUCTURE

The County opted out of the federal Wraparound waiver in 2005 due to the federal cost neutrality requirement and the resulting payment level for federally eligible children. Under State SB163 Wraparound, the State will reimburse counties for non-federally eligible children at 40% of the RCL 13 rate of \$5,994. However, for federally eligible children, the State will reimburse counties 40% of the RCL 13 half rate (\$2,997).

Therefore, consistent with DCFS' July 29, 2005 memo to your Board, to achieve equity in payment rates for both federally and non-federally eligible children, \$4,184 per month (which is the average monthly cost per Wraparound case for Los Angeles County) will be provided to Wraparound agencies for each federally and non-federally eligible child. The monthly payment of \$4,184 will be reduced by any placement costs if a child is in out-of-home care while receiving Wraparound. Each agency pools its funds for all of its occupied slots to create a single flexible fund to cover the costs of services for all Wraparound children served by the agency.

In addition to the monthly reimbursement to providers indicated above, for every non-federally eligible child, \$1,810 will be placed in a Multi-Agency County Pool (MCP) each month. \$1,810 is the difference between the RCL 13 rate and the case rate of \$4,184 (\$5,994 - \$4,184 = \$1,810). The MCP will first be used to offset the County costs for payments for federally eligible children above the RCL 13 half rate of \$2,997. Any funds remaining in the MCP will be used to cover support/transition services for graduated youth who were Wraparound participants and to cover specific, identified costs for individual high needs youth that far exceed the case rate funding. The County will maintain control of the MCP. Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Lead Wraparound Agency providers will jointly supervise the distribution of funds from the MCP, and will meet regularly to review requests from providers for use of the MCP funding.

The payment and funding structure is illustrated below:

	<u>Payment to Provider</u>	<u>Payment to MCP Pool</u>	<u>Total Monthly Cost</u>
Federally-Eligible Child:	\$4,184	\$0	\$4,184
State Share (40%) of the RCL 13 half rate (\$2,997)	\$1,199	\$0	\$1,199
County Share (difference between case rate and State contribution)	\$2,985	\$0	\$2,985 ^(a)
^(a) To the extent MCP funding is available, \$1,187 per month will be withdrawn from the MCP for each federally eligible child to offset the County cost associated with the differential between the case rate of \$4,184 and the RCL 13 half rate of \$2,997. (If the number of federally eligible children increases significantly, the MCP will not contain sufficient funding to offset the cost of the differential between the case rate and RCL 13 half rate which would result in higher net County cost.)			
Non-Federally Eligible Child:	\$4,184	\$1,810	\$5,994
State Share (40%)	\$1,674	\$724	\$2,398
County Share (60%)	\$2,510	\$1,086	\$3,596